

Agenda
Bar Harbor Town Council
Monday, October 20, 2014

- I. **CALL TO ORDER** –7:00 p.m. – Town Council Chambers
 - A. **Excused Absence(s)** – Councilor Barker
- II. **PUBLIC COMMENT PERIOD** – The Town Council allows at this time up to fifteen minutes of public comment on any subject not on the agenda with a maximum of three minutes per person.
- III. **APPROVAL OF MINUTES**
 - A. **October 7, 2014 – Regular Meeting**
- IV. **ADOPTION OF AGENDA**
- V. **FINANCIAL STATEMENTS** – Review and possible adoption of a motion to accept the financial statements as presented.
- VI. **CONSENT AGENDA** – A single vote has been scheduled to approve the following routine items of business without discussion, unless individual agenda item action is requested by a Councilor:
 - A. **Veterans’ Day Bell Ringing** – Possible action to request local churches to sound their bells in observance of Veteran’s Day, per state statute 30-A-MRSA §2901.4.
 - B. **Sewer Easements (Barberry Lane/Livingston Road)** – Possible motion to approve and authorize the Town Manager to sign easements for grantees William and Ellen Brandt and grantees Michael Boland and Deirdre Swords for access to and maintenance of forcemain as described in Exhibits “A &B” of the attached easements.
 - C. **Council’s Goal Setting** – Possible motion to confirm Council’s annual goal setting is Tuesday, October 28th, at 5:00 p.m. at the Port Security Building on the Town Pier.
 - D. **Joint Council & Backyard Parking Committee Meeting** – Possible motion to confirm joint meeting November 20, 2014 at 5:00 p.m. for an update presentation of Phase III of the study by Desman Associate & Bermello Ajamil Partners, Inc.
- VII. **PUBLIC HEARINGS:**
 - A. **FY15 Sewer Budget** - Public comment on and possible adoption of An Ordinance to Adopt the Fiscal Year 2015 Sewer Budget, Rates, Fees and Charges.

VIII. REGULAR BUSINESS:

A. **DPW(Department of Public Works) Union Contract** – Possible approval and authorization for the Town Manager to sign the three year DPW Union Contract.

B. **Treasurer's Warrant** – Request of Treasurer to authorize paid bills.

IX. TOWN MANAGER'S COMMENTS

X. COUNCIL COMMENTS AND SUGGESTIONS FOR NEXT AGENDA

XI. EXECUTIVE SESSION: (None Anticipated)

XII. ADJOURNMENT

**In order to assure your full participation in this meeting,
we would appreciate your informing us of any special
requirements you might have due to a disability.**

Please call 288-4098

Agenda Notes

To: Bar Harbor Town Council
From: Cornell Knight, Town Manager
Date: October 17, 2014

Re: *Town Council Meeting of October 20, 2014*

Please note the meeting is Monday evening.

IV. Stan will review financials for the month. (September 30)

VI. There are 4 items under the **Consent Agenda**

- A. Veterans' Day Bell Ringing, see memo.
- B. Barberry Lane/Livingston Road Sewer Extension, see Memo from Chip Reeves.
- C. Council Goal session is set for Tuesday October 28th at 5 pm at the Port Security Building. Ron Beard will be the facilitator.
- D. The consultants for the Backyard Parking Committee would like to review results of the Phase 3 report for the Council and Committee on Thursday, November 20, at 5 pm in the Council Chambers. The report will be delivered in the next week. In the meantime I've enclosed a letter from Andrew Hill which explains the work done to date and the activities for each Phase of the project.

VII. **Public Hearings**

- A. **Sewer Budget** Public Comments on the 2015 Sewer Budget. Expenses were reduced by \$70,000, which put the rate increase at 4.7%. The Council adopted the budget at the last meeting.

VIII. **Regular Business** items as follows:

- A. The DPW Union Contract is being voted on by its members on Monday morning. If approved the Council can vote on it at the meeting.

Minutes
Bar Harbor Town Council
October 7, 2014

- I. **CALL TO ORDER** – 6:00 p.m. – In attendance were Councilors: Paul Paradis, David Bowden, Anne Greenlee, Peter St. Germain, Burt Barker, Gary Friedmann, Clark Stivers; and Town Manager Cornell Knight.
- A. **Excused Absence(s)** – All were present.
- II. **EXECUTIVE SESSION - Union Negotiations: Teamsters Local No. 340 Highway and Sewer Union** – *(To be held in executive session as permitted by 1 MRSA §405(6)(D) for discussion of labor negotiation.)* – Mr. St. Germain, with second by Ms. Greenlee, moved to enter into executive session at 6:00 p.m. as permitted by 1 MRSA §405.(6)(D) for discussion of labor negotiations. Motion passed 7-0. In addition to the Council and Town Manager, Public Works Director Chip Reeves and Consultant Negotiator Mike Wing were in attendance. Council came out of executive session at 6:55 p.m. No action was taken.

(Regularly Scheduled Meeting Resumes at 7:00 P.M.)

- III. **PUBLIC COMMENT PERIOD** – *The Town Council allows at this time up to fifteen minutes of public comment on any subject not on the agenda with a maximum of three minutes per person.* – There were no comments this evening.
- IV. **APPROVAL OF MINUTES**
- A. **September 16, 2014 Regular Meeting** – Ms. Greenlee, with second by Mr. Friedmann, moved to adopt the minutes of September 16, 2014 as presented. Motion passed 7-0.
- V. **ADOPTION OF AGENDA** – Councilor Bowden requested to reverse the order of items VIII. A and B. Mr. Bowden, with second by Mr. St. Germain, moved to adopt the agenda as amended. Motion passed 7-0.
- VI. **CONSENT AGENDA** – *A single vote has been scheduled to approve the following routine items of business without discussion, unless individual agenda item action is requested by a Councilor:*
- A. **Taxi Licenses** – *Possible motion* to approve a new taxi license for Point 2 Point Taxi & Tours as submitted by Denise M. Daugherty.
- B. **Quitclaim Deed** – *Possible motion* to authorize the Town Manager to sign a quitclaim release deed for the property of Bank of New York Mellon located at 22 White Spruce Road, Tax Map 110-053-000.

- C. **November 4, 2014 Election** – *Possible motion* to confirm that the Town Clerk be appointed to serve as Warden for the State election, pursuant to Title 20-A.
- D. **Purchasing Authorization** – *Possible motion* to revert the signing authority for purchases back to the Town Manager pursuant to Town Council's Purchasing Policy.
- E. **General Assistance Ordinance** – *Possible adoption of a motion* to schedule a public hearing for November 18, 2014 to consider adoption of the annual revision of maximum benefit level in Bar Harbor Code, Chapter 102, General Assistance, Appendixes B, C and G pursuant to 22 MRSA §4305(4).

Mr. Friedmann, with second by Mr. St. Germain, moved to approve the consent agenda as published. Motion passed 7-0.

VII. PUBLIC HEARINGS:

- A. **Special Town Meeting: November 4, 2014** – *Pursuant to 30-A MRSA 2528(5), public comments on Warrant Article 2, **Deer Herd Management Strategy Plan**.* – There were approximately 29 people present, and twenty-one individuals spoke, several spoke for and a number of them against the article. The public hearing closed at 8:10 p.m.

Following the public hearing, Councilor Friedmann thanked everyone for coming out tonight to air their thoughts. He especially thanked the Deer Herd Control Task Force for their work, they put in many hours and worked in good faith for the town. Chair Paradis also acknowledged their hard work and their willingness to tackle this emotional issue. They stepped up and taken a lot of abuse.

VIII. REGULAR BUSINESS:

- A. **October 21, 2014 Meeting Date** - *The Council Chair has requested that the meeting on the 21st be re-scheduled to Monday the 20th.* – Due to the Chamber of Commerce annual dinner and the opportunity for the Town Manager to meet a fair number of people, Chair Paradis requested changing the next meeting date. Mr. Bowden, with second by Ms. Greenlee, moved to reschedule the meeting of the 21st to Monday, the 20th. Motion passed 7-0.
- B. **FY15 Sewer Budget** – *Consideration and any appropriate action to tentatively adopt the FY15 Sewer Budget and schedule a public hearing. Tabled item from 9/16/14.* – Both Councilors Barker and Friedmann acknowledged the staff for their due diligence in reviewing the proposed FY15 Sewer Budget and identifying areas of reducing or stretching out portions of the budget to reduce the overall increase to 4.8%. Further, Mr. Friedman suggested revisiting the sewer connection fees that were recently eliminated, this revenue helped to offset expenses. He noted that he just paid \$450 for

a septic system permit out on the Gilbert Farm Road. Mr. Bowden announced he already contacted the Chamber of Commerce Business Round Table to revisit the sewer connection fees.

Mr. Bowden, with second by Ms. Greenlee, moved to adopt the FY15 Sewer Budget with the changes presented tonight, and to schedule a public hearing for October 20th. Motion passed 7-0.

- C. **Treasurer's Warrant** – *Request of Treasurer to authorize paid bills.* – Mr. Friedmann, with second by Mr. Stivers, moved to sign the Treasurer's warrant for paid bills. Motion passed 7-0.

IX. **TOWN MANAGER'S COMMENTS**

Mr. Knight commented that the reception that he and his wife have received has been very nice and welcoming. They are glad to be here and he looks forward to working with everyone.

He reminded Council of the annual League of Town meeting at the Somesville Fire Station on October 15th at 5:00 p.m.

He urged people to check out the Town's website for the new For Sale postings from Public Works for surplus property and the Police Department for a Harley Davidson motorcycle.

X. **COUNCIL COMMENTS AND SUGGESTIONS FOR NEXT AGENDA**

Mr. Bowden stated he looks forward to working with Cornell Knight. He also congratulated Chris Fogg as this year's recipient of the Maine Chamber of Commerce Chamber Executive award.

Mr. Stivers dittoed Mr. Bowden's sentiments in working with Mr. Knight.

Mr. Friedmann also stated that he too is looking forward to working with Mr. Knight. When he last visited the municipal building, he noted that it was a refreshing change to see the Town Manager's office door open to the hallway.

Ms. Greenlee underscored Ms. Louise Lopez's comment during the public hearing. Ms. Lopez recently moved to Bar Harbor and had no comment on the Deer Herd Management Plan, but stated that she was proud to live in Bar Harbor. The process and open discussions were great in moving forward for the voters to decide at the polls. Ms. Lopez stated she knows she chose the right town to live in.

Mr. St. Germain agreed with Ms. Greenlee's comment. He also commented he hoped Mr. Knight enjoys the good times, and may the good times continue as long as Mr. Knight is here.

Mr. Barker reported that he will be unavailable next Council meeting. He gave kudos to Chair Paradis for running a good meeting in keeping people in check and civil.

XI. **EXECUTIVE SESSION:** (None)

- XII. **ADJOURNMENT** – Mr. Friedmann, with second by Mr. St. Germain, moved to adjourn at 8:23 p.m. Motion passed 7-0.

Patricia A. Gray, Town Clerk

V

Memo



To: Town Councilors; Cornell Knight
From: Stan Harmon, Finance Director
CC: Department Heads
Date: 10/17/2014
Re: Fiscal Year 2015 – September 30, 2014 – 3 Months Results

General Fund

Attached are the financial results for 3 months of operations for FY 2015 through the end of September. The audit “field” work has begun for Fiscal Year 2014 and the early indications are that there are no unpleasant surprises.

Expenditures (25% goal)

The September summary statements show 26% spent versus 25% of the budget spent last year. 22.1% of the \$3.5 million in budgeted municipal wages are spent year-to-date 2014 compared to 23% in September 2013. Legal and Town Manager (transition costs) cost centers are spending higher at this point but will likely moderate as the year continues.

Non-Property Tax Revenues (25% goal)

28% of the budget for non-property tax revenues is now collected versus 33% at this point last year. The decrease from last year is due primarily to the higher value building permit issued last year at the old Summit House location.

Ambulance Revenues *-billed runs are down from the last 2 years*

| | | | | |
|---------|--------------------------|-----|-------------------------------------|-------|
| FY 2015 | 3 Months YTD Runs Billed | 227 | Ave. <u>Gross</u> Billing (per run) | \$639 |
| FY 2014 | 3 Months YTD Runs Billed | 298 | Avg. <u>Gross</u> Billing (per run) | \$628 |
| FY 2013 | 3 Months YTD Runs Billed | 268 | Avg. <u>Gross</u> Billing (per run) | \$592 |
| | | | | |
| FY 2015 | 3 Months YTD Runs billed | 227 | <u>Net</u> Collections (per run) | \$423 |
| FY 2014 | 3 Months YTD Runs billed | 298 | <u>Net</u> Collections (per run) | \$470 |
| FY 2013 | 3 Months YTD Runs billed | 268 | <u>Net</u> Collections (per run) | \$391 |

| | <u>9/30/2014</u> | <u>9/30/2013</u> |
|-------------------------------|------------------|------------------|
| Ambulance Accounts Receivable | \$159,138 | \$216,194 |

Excise-Motor Vehicle Revenues- total revenue data shows we are 1% below last year, down 2% in units registered, but up 1% in revenue per vehicle per unit.

| | | | | |
|---------|--------------|------------|-----------|----------------------|
| FY 2015 | 3 Months YTD | 1346 units | \$249,265 | =\$185 / per vehicle |
| FY 2014 | 3 Months YTD | 1379 units | \$252,504 | =\$183 / per vehicle |
| FY 2013 | 3 Months YTD | 1452 units | \$221,651 | =\$152 / per vehicle |
| FY 2012 | 3 Months YTD | 1473 units | \$220,431 | =\$150 / per vehicle |

Building Permitting Revenue- revenue is down due to the permit for the new \$8 million hotel at the old Summit House location received in July of 2013.

| | | | | |
|---------|--------------|------------|----------|------------------|
| FY 2015 | 3 Months YTD | 79 permits | \$22,234 | =\$281 / permit |
| FY 2014 | 3 Months YTD | 65 permits | \$83,820 | =\$1289 / permit |
| FY 2013 | 3 Months YTD | 80 permits | \$10,905 | =\$136 / permit |

FY '15 Previously Authorized Council Budget Adjustments or Transfers:

Contingency Fund Activity for FY '15:

| | | |
|-------------------|----------------------------------|----------|
| Beginning Balance | (Town Meeting Approval) | \$53,366 |
| Minutes- | Town Council- NO ACTIVITY | -\$ 0 |
| Ending Balance | @ 9/30/14 (available #1036-5906) | \$53,366 |

General Fund Transfers:

| | | | |
|------------------------------|-----------------------------|--------------|----------|
| Increase: Expense #1045-5700 | Police-PC's/Cameras | (TC-8/19/14) | \$13,000 |
| Expense #1045-5702 | Police-Furniture | | \$11,365 |
| Expense #1045-5704 | Police-Replace guns | | \$ 2,500 |
| Expense #1045-5380 | Police-Drug Testing | | \$ 1,135 |
| Increase: Revenue #1045-4340 | Police-Drug Forfeiture Revs | | \$28,000 |

Capital Improvement Transfers/Adjustments:

| | | |
|-------|-------------------------|-------|
| From: | (No approved transfers) | (\$0) |
| To: | | \$0 |

Property Tax Collection & Receivable Update:

Outstanding current year's taxes at the end of September, as a percent of total uncollected, equals the 46% outstanding compared to 46% last year. Things look normal here.

| Tax Year | Property Taxes Outstanding Balance | @ 9/30/14 % | @ 9/30/13 Balance | % |
|----------|------------------------------------|-------------|-------------------|-------|
| 2003-07 | \$ 6,807 | 0.1% | \$ 9,203 | 0.1% |
| 2008 | \$ 8,402 | 0.1% | \$ 8,402 | 0.1% |
| 2009 | \$ 14,258 | 0.1% | \$ 14,624 | 0.1% |
| 2010 | \$ 21,726 | 0.2% | \$ 35,275 | 0.3% |
| 2011 | \$ 37,067 | 0.3% | \$ 166,081 | 1.3% |
| 2012 | \$ 210,286 | 1.5% | \$ 385,785 | 2.8% |
| 2013 | \$ 290,224 | 2.1% | \$ 6,620,344 | 46.1% |
| 2014 | \$ 6,812,414 | 46.0% | | |

Cash Investment and Status Report / Banking

On September 30th, the Town had \$18,000,000 on hand in all funds—approximately \$700,000 more than last year's total balances at this same time period. This higher amount is due primarily to new bond monies received for capital projects. Checking interest rates are at .33% vs. the same .33% last year.

Wastewater Division Fund**Financials (25% - 3 month Benchmark)**

| | <u>Annual Budget</u> | <u>Sep YTD Actual</u> | <u>% Spent</u> |
|--|---------------------------------|----------------------------------|---------------------------|
| Spending shows the following: | | | |
| <i>Oper & Maint-FY2015-this year – NO Budget</i> | \$ - 0 - | \$238,330 | n/a% |
| <i>Oper & Maint-FY2014-last year</i> | \$1,238,000 | \$302,241 | 24% |
| | <u>9/30/2014</u> | <u>9/30/2013</u> | |
| Accounts Receivable-Wastewater | \$69,258 | \$63,980 | |

Water Division Fund**Financials (25%-3 month Benchmark)**

| | <u>Annual Budget</u> | <u>Aug YTD Actual</u> | <u>% Spent</u> |
|--|---------------------------------|----------------------------------|---------------------------|
| Spending shows the following: | | | |
| <i>Oper & Maint-FY2015-this year</i> | \$1,051,000 | \$233,418 | 22% |
| <i>Oper & Maint-FY2014-last year</i> | \$1,053,000 | \$203,106 | 19% |
| | <u>9/30/2014</u> | <u>9/30/2013</u> | |
| Accounts Receivable-Water | -\$4,923 | \$1,813 | |

Cruise Ship Fund

| | <u>Budget</u> | <u>Actual</u> | <u>%Spent</u> |
|------------------------------------|----------------------|----------------------|----------------------|
| Expenses: | | | |
| Direct Discretionary Spending | \$153,820 | \$ 43,918 | 29% |
| Oprtns Transfer allocated to GFnd | \$261,994 | - 0 - | |
| Capital Transfer allocated to GFnd | <u>\$161,287</u> | - 0 - | |
| | \$577,101 | | |
| Revenues: | | | |
| This year booked to date | \$632,224 | \$201,314 | |
| Last year booked to date | | \$218,522 | |

Technology

In September, Steve spent some unexpected time training on line to learn ongoing maintenance for the Town's storage devices and the backup programs due to loss of an outsource vendor. He also worked with Water and Sewer personnel on multiple budget upgrades either approved or to place in the budget process. Steve continued to deploy and re-deploy upgrades to pc's and laptops, server migrations as well as add security cameras at Public Works.

Assessing

Justin's September report indicates a few abatements and tax supplement issued as well as a \$14,276 Tree Growth penalties on two properties. Tree growth penalties result from prior year tax breaks given to taxpayers, according to state law, that must be made up in a 'penalty' if the property is taken out of Tree Growth and utilized as a building lot, for example. He is still working on the tax maps with a goal to be placed on the website in November. Also, the state ortho project (aerial maps) should be forwarded to the Assessor before the end of the calendar year.

Municipal Building Renovations

The outside of the building is the priority. The masonry repairs have started with staging needed for the more extensively worn areas of the building arriving in October. Window selection based on functionality, ADA accessibility, energy efficiency, historical look and finally, cost, has not yet been completed.

Town of Bar Harbor

Expenses - Period Ending

9/30/14

16-Oct-14

25% of Year Completed

| General Fund | Dept | A FY '15 Annual Adj'd Budget * | B FY '15 3 Months Actual | C FY '14 12 Months Actual | D Bud Variance Under (over) Col. A-B | E % Spent of Budget (B/A=E) | FY '13 12 Months Actual | Comments on variances |
|----------------------|-------|---|-----------------------------------|------------------------------------|---|--------------------------------------|-------------------------------|--------------------------|
| Town Council | 10 | \$ 37,681 | \$ 4,823 | \$ 32,920 | 4,597 | 12.8% | \$ 37,715 | timing |
| Town Manager | 12 | \$ 127,110 | \$ 35,421 | \$ 131,036 | (3,644) | 27.9% | \$ 121,357 | timing |
| Town Clerk | 14 | \$ 128,589 | \$ 33,518 | \$ 119,475 | (1,371) | 26.1% | \$ 113,069 | |
| Finance Dept. | 16 | \$ 317,117 | \$ 92,860 | \$ 316,215 | (13,581) | 29.3% | \$ 301,720 | timing |
| Town Attorney | 18 | \$ 16,101 | \$ 7,965 | \$ 67,420 | (3,940) | 49.5% | \$ 9,182 | |
| Elections | 20 | \$ 12,964 | \$ 68 | \$ 10,361 | 3,173 | 0.5% | \$ 11,968 | timing |
| Technology | 22 | \$ 120,500 | \$ 49,715 | \$ 121,486 | (19,590) | 41.3% | \$ 122,703 | timing |
| Municipal Building | 24 | \$ 75,963 | \$ 16,421 | \$ 80,273 | 2,570 | 21.6% | \$ 77,887 | |
| Town Offices | 26 | \$ 31,231 | \$ 12,316 | \$ 37,566 | (4,508) | 39.4% | \$ 34,982 | timing |
| Employee Benefits | 28 | \$ 1,356,875 | \$ 296,413 | \$ 1,344,311 | 42,806 | 21.8% | \$ 1,185,509 | |
| Code Enforcement | 30 | \$ 70,663 | \$ 20,016 | \$ 69,142 | (2,350) | 28.3% | \$ 72,162 | |
| Assessing Dept. | 32 | \$ 137,305 | \$ 27,571 | \$ 115,497 | 6,755 | 20.1% | \$ 130,595 | timing |
| Planning Dept. | 34 | \$ 134,660 | \$ 21,865 | \$ 118,722 | 11,800 | 16.2% | \$ 115,657 | timing |
| Miscellaneous | 36 | \$ 221,517 | \$ 103,097 | \$ 180,505 | (47,718) | 46.5% | \$ 200,571 | timing |
| Ambulance | 40 | \$ 428,131 | \$ 106,913 | \$ 391,936 | 120 | 25.0% | \$ 415,297 | |
| Fire Department | 42 | \$ 327,159 | \$ 73,851 | \$ 316,107 | 7,939 | 22.6% | \$ 310,934 | |
| Hydrant Rentals | 42 | \$ 480,468 | \$ 120,117 | \$ 480,468 | - | 25.0% | \$ 441,718 | |
| Police Dept. | 45 | \$ 985,685 | \$ 232,150 | \$ 919,922 | 14,271 | 23.6% | \$ 835,279 | |
| Dispatch Division | 47 | \$ 204,773 | \$ 45,606 | \$ 201,945 | 5,587 | 22.3% | \$ 197,703 | |
| Public Safety Bldg. | 49 | \$ 37,987 | \$ 4,930 | \$ 45,807 | 4,567 | 13.0% | \$ 39,079 | timing |
| Street Lights | 51 | \$ 70,475 | \$ 16,623 | \$ 63,278 | 996 | 23.6% | \$ 68,799 | |
| Harbor Dept. | 53 | \$ 106,765 | \$ 32,954 | \$ 121,891 | (6,263) | 30.9% | \$ 110,984 | |
| Parks & Rec & Gln M | 59 | \$ 230,865 | \$ 94,496 | \$ 228,873 | (36,780) | 40.9% | \$ 246,272 | timing |
| Emrg Mgt & Gen Assis | 63/66 | \$ 1,104 | \$ - | \$ 1,445 | 276 | 0.0% | \$ - | |
| Cooperatng Agency | 68 | \$ 42,843 | \$ 26,246 | \$ 39,843 | (15,535) | 61.3% | \$ 35,568 | timing |
| Comfort Station | 70 | \$ 86,771 | \$ 28,410 | \$ 90,728 | (6,717) | 32.7% | \$ 83,663 | timing |
| Public Works | 75 | \$ 144,587 | \$ 33,965 | \$ 143,623 | 2,182 | 23.5% | \$ 140,511 | |
| Highway Dept | 77 | \$ 983,702 | \$ 219,869 | \$ 1,059,443 | 26,057 | 22.4% | \$ 991,697 | |
| Solid Waste | 79 | \$ 623,757 | \$ 215,087 | \$ 601,229 | (59,148) | 34.5% | \$ 581,772 | timing |

General Fund Totals \$ 7,543,348 \$ 1,973,286 \$ 7,451,467 \$ (87,449) 26.2% \$ 7,034,353

payroll periods 26 6 26 23.1% 26

Includes \$20,575 in carryover encumbrances from FY2014 & \$28,000 in drug forfeiture monies

General Fund - Revenues

Town of Bar Harbor
YTD September 30, 2014
25% - 3 Months

| <u>Department</u> | <u>Budget FY'15 12 Months</u> | <u>Actual FY'15 3 Months</u> | <u>Actual FY'14 12 Months</u> | <u>Bud. Var. Favorable (Unfavorable)</u> | <u>% Rev's Received 25% Goal</u> | <u>Variances From Budget Goal Comments</u> |
|---------------------------------|---------------------------------------|--------------------------------------|---------------------------------------|--|--|--|
| Town Clerk Fees | \$ 27,571 | \$ 7,910 | \$ 29,773 | 1,017 | 29% | |
| Finance Department | \$ 199,915 | \$ 50,504 | \$ 187,442 | 525 | 25% | |
| Municipal Building | \$ 27,775 | \$ 8,508 | \$ 33,867 | 1,564 | 31% | |
| Code Enforcement Permits | \$ 175,769 | \$ 34,662 | \$ 225,134 | (9,280) | 20% | |
| Planning Fees | \$ 21,976 | \$ 925 | \$ 23,440 | (4,569) | 4% | Less activity |
| Ambulance/Fire Fees | \$ 406,761 | \$ 96,197 | \$ 333,573 | (5,493) | 24% | |
| Police Department | \$ 101,594 | \$ 61,552 | \$ 66,090 | 36,154 | 61% | Timing |
| Harbor Department | \$ 48,803 | \$ 36,984 | \$ 48,067 | 24,783 | 76% | Timing |
| Parks & Recreation | \$ 500 | \$ 250 | \$ 800 | 125 | 50% | Timing |
| Highway Division | \$ 9,799 | \$ 240 | \$ 10,181 | (2,210) | 2% | Timing |
| Solid Waste-Recycling | \$ 88,755 | \$ 23,377 | \$ 71,981 | 1,188 | 26% | |
| Departmental | \$ 1,109,218 | \$ 321,109 | \$ 1,030,348 | 43,805 | 29% | |
| P.I.L.O.T.'s | \$ 116,393 | \$ 30,298 | \$ 118,277 | 1,200 | 26% | |
| Interest Income | \$ 25,000 | \$ 2,945 | \$ 13,442 | (3,305) | 12% | Timing |
| Unclassified | \$ 126,307 | \$ 60,928 | \$ 124,880 | 29,351 | 48% | Timing |
| Excise & Other Taxes | \$ 986,441 | \$ 257,079 | \$ 974,303 | 10,469 | 26% | |
| Intergovernmental | \$ 241,420 | \$ 59,721 | \$ 232,228 | (634) | 25% | |
| Revenues-Subtotal | \$ 2,604,779 | \$ 732,080 | \$ 2,493,478 | 80,885 | 28% | |
| Property Taxes | \$ 14,810,016 | \$ 14,824,292 | \$ 14,024,367 | - | 100% | |
| Transfers In-CS & Other Funds | \$ 267,566 | \$ - | \$ 284,259 | - | 0% | |
| Fund Balance Used | \$ 265,871 | \$ - | \$ 288,859 | - | 0% | |
| Grand Total-General Fund | \$ 17,948,232 | \$ 15,556,372 | \$ 17,090,963 | - | 86.7% | |
| Wastewater Revenues | No Bud | \$ 42,592 | \$ 1,647,949 | | #VALUE! | 0 Qtrs billed |
| Water Revenues | \$ 1,786,968 | \$ 358,866 | \$ 1,791,136 | | 20% | 1 Qtr billed |
| CIP Fund Rev's/Transfers | \$ 2,154,795 | \$ 22,595 | \$ 2,163,164 | | 1% | |
| Cruise Ship Fund Rev's | \$ 632,224 | \$ 201,314 | \$ 683,844 | | 32% | |

TOWN OF BAR HARBOR
CASH / INVESTMENT STATUS @ September 30, 2014

| Note | Bank | Acct. No. | Purchase | Maturity | Interest Rate | Amount |
|--|------------------------------|--------------|------------------------------|-------------|---------------|----------------------|
| **CHECKING ACCOUNTS | | | | | | |
| WATER | BHBT | 77548556 | GL #40-1140 | | 0.33% | \$ 353,295 |
| GENERAL | BHBT | 77548521 | GL #10-1140 | | 0.33% | \$ 4,100,862 |
| SEWER | BHBT | 77548513 | GL #35-1140 | | 0.33% | \$ 857,076 |
| Total Checking Accounts | | | | | | \$ 5,311,233 |
| GENERAL | BHBT | ICS - CDARS | FDIC custodial bank deposits | GL #10-1130 | 0.33% | \$ 6,046,090 |
| GENERAL | The 1st | | collateralized securities | GL #10-1145 | 0.75% | \$ 2,139,582 |
| SEWER | BHBT-bond \$ | ICS - CDARS | FDIC custodial bank deposits | GL #35-1130 | 0.33% | \$ 1,045,128 |
| WATER | BHBT-bond \$ | ICS - CDARS | FDIC custodial bank deposits | GL #40-1130 | 0.33% | \$ 401,894 |
| **CERTIFICATES OF DEPOSIT: money market | | | | | | |
| Gen Fnd | The First | 14 months | 27-Sep-13 | 27-Nov-14 | 0.25% | \$ 85,747 |
| Gen Fnd | BHS&L | 18 Months | 27-Jun-13 | 27-Dec-14 | 0.70% | \$ 109,824 |
| Gen Fnd | BHS&L | 12 months | 07-Nov-13 | 07-Nov-14 | 0.50% | \$ 110,727 |
| Gen Fnd | MSB | 12 Months | 25-Oct-13 | 25-Oct-14 | 0.27% | \$ 111,699 |
| Gen Fnd | MSB | 1 Year-CDARS | 17-Jul-14 | 17-Jan-15 | 0.20% | \$ 239,448 |
| Gen Fnd | UTC-Camden | 12 Month CD | 11-Aug-14 | 11-Aug-15 | 0.15% | \$ 106,972 |
| Gen Fnd | UTC-Camden | 12 Month CD | 10-Feb-14 | 10-Feb-15 | 0.25% | \$ 106,441 |
| Gen Fnd | UTC-Camden | 1 Year-CDARS | 04-Apr-14 | 02-Oct-14 | 0.10% | \$ 235,890 |
| #10-1160 Total Certificates of Deposit | | | | | | \$ 1,106,748 |
| CIP Reserves: Bar Harbor Banking & Trust - Trust Department | | | | | | |
| GENERAL | COMB-combined funds | | Money Mkt Funds Sweep | | 0.02% | \$ 363,415 |
| | Chesapeake Energy | | Bond - BBB | 3/15/2016 | 3.25% | \$ 50,125 |
| | Vanguard Short Term Treasury | | Mutual Fund | | 0.47% | \$ 993,488 |
| | Vanguard Scottsdale FDS | | Mutual Fund | | 1.79% | \$ 449,668 |
| | Freeport McMoran Copper | | Bond - A | 3/1/2017 | 2.15% | \$ 50,851 |
| | Morgan Stanley | | Bond | 2/25/2016 | 1.75% | \$ 101,067 |
| #10-1170 Total In Trust Fund | | | | | | \$ 2,008,614 |
| TOTALS: All CASH & INVESTMENTS | | | | | | \$ 18,059,289 |

Notes: Checking Accounts and money markets above \$250,000 are protected by Bar Harbor Bank's collateral (US Gov't or agency securities) that are held in joint custody at the Federal Reserve Bank of Boston.

COMB = Combined General, CIP, School and Cruise Ship Cash Accounts
SWR = Sewer Fund
WTR = Water Fund

BHBT = Bar Harbor Bank & Trust Co.
The First = First National Bank Of Damariscotta
UTC = Union Trust Company & now Camden National Bank
BHS&L = Bar Harbor Savings & Loan Co.
MSB = Machias Savings

Town Bond Rating: Affirmed August '14 Aa2 Moody's
Affirmed August '14 AAA S & P's

State of Maine Bond Rating: May '12 AA S & P's
State of Maine Bond Rating: June '14 Aa2 Moody's
State of Maine Bond Rating: Jan '13 AA Fitch
Hancock County Rating: Jan '11 Aa2 Moody's
Hancock County Rating: Jan '11 AA S & P's
U.S. Government Rating: August '11 AA S & P's

Town of Bar Harbor

Memo

To: Town Council
From: Pat Gray, Town Clerk
CC: Cornell Knight, Town Manager
Date: 10/2/2014
Re: Veteran's Day Bell Ringing

To commemorate the signing of the Peace Treaty in France, and in accordance with Maine State Statues, Title 31-A, Section 2901.4, which reads as follows:

Bell Ringing on Veterans Day. Each municipality shall, unless it will cause the municipality to incur an additional expense, cause any public bell or clarion within its possession or control to be rung at 11:00 a.m. on Veterans Day, and the municipal officers of each municipality shall request that any other bell or clarion within the town be rung voluntarily at 11:00 a.m. on Veterans Day, and shall take such steps as are necessary to properly coordinate public and volunteer events.

Council is required to organize a public bell ringing on Veteran's Day. If Council wishes to continue the above tradition, please pass a motion for staff to contact our local churches.

Memo

To: Cornell Knight Town Manager

From: Chip Reeves, Public Works Director

Date: October 17, 2014

Re: Livingston and Barberry Road Force Main Easement

Please find attached the above referenced easement request from Cleary Law Office. Cleary is representing William and Ellen Brandt as well as Michael Boland and Deirdre Swords in their request to install a force main in the Town right of ways on Livingston and Barberry Roads.

You may recall the council's previous action to approve the extension of the gravity sewer main on Livingston Road. The reason for this specific and separate request is that the Town does not maintain private forces mains, which are needed in this case to provide service to properties at 8 Barberry Lane and connect to the main extension on Livingston Road.

Although this type of request is fairly infrequent, it is also routine and consistent with council policy and the sewer ordinance.

To this end, I would recommend granting the easements to the applicants.

Please call with questions.



CLEARY LAW OFFICE, P.A.

with offices in Ellsworth and Bar Harbor

20 Oak Street, Ellsworth, ME 04605

Phone: (207) 412-0066

Fax: (207) 669-8314

and

Richard C. Cleary, ESQ.

109 Main Street, Bar Harbor, ME 04609

email: richardclearylawn@gmail.com

September 29, 2014

Paul Paradis, Chair
Town Council
Town of Bar Harbor
93 Cottage Street
Bar Harbor, Maine 04609

RE: 8 Barberry Lane – Easement for forcemain- sewer line extension

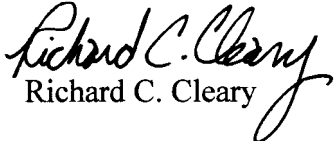
Dear Chairman Paradis and Honorable members of the Council:

I am assisting William and Ellen Brandt as well as Michael Boland and Deirdre Swords in their application for a sewer line extension for their homes located at 8 Barberry Lane. Thank you for your consideration and approval of our previous application. As you may recall, Public Works Director, Chip Reeves, indicated that the Town of Bar Harbor does not maintain forcemains.

Pursuant to Public Works Director, Chip Reeves, town council policy and the sewer ordinance, the parties have made application with the Public Works Department, but additionally submit the attached easements for access and maintenance for the forcemains to be constructed on town property. Please place us on the next council agenda.

Thank you for your attention to this matter. I look forward to the meeting and answering any questions you may have.

Best Regards,


Richard C. Cleary

cc: Greg Johnston
Chip Reeves
William & Ellen Brandt
Michael Boland and Deirdre Swords

THIS INSTRUMENT PREPARED BY AND
SHOULD BE RETURNED TO:
Richard C. Cleary, Esq.
Cleary Law Office, P.A.
20 Oak Street
Ellsworth, Maine 04605
Tel. (207) 412-0066

FOR RECORDING PURPOSES/ USE ONLY

**EASEMENT AGREEMENT FOR ACCESS TO AND MAINTENANCE OF FORCE
MAIN**

**THIS EASEMENT AGREEMENT FOR ACCESS TO AND MAINTENANCE OF
FORCE MAIN** (the “**Agreement**”) effective this ____ day of _____, 2014, by and
between **THE INHABITANTS OF THE TOWN OF BAR HARBOR** whose address is 96
Cottage Street, Suite 1, Bar Harbor, Maine 04609 (hereinafter referred to as “**GRANTOR**” or
“**TOWN**”) and **WILLIAM BRANDT and ELLEN BRANDT** whose address is 263 Whiley
Road, Groton, MA 01450 (hereinafter referred to as “**GRANTEE**”)

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in Bar Harbor,
Hancock County, Maine, more particularly described on Exhibit “A” attached hereto and made a
part hereof (the “**Grantor Property**”) (portions of Barberry Lane and Livingston Street); and

WHEREAS, Grantee is the owner of that certain force main and other related sewage
facilities lying within, adjacent and contiguous to the Grantor Property (hereinafter collectively
referred to as the “**Force Main**”); and

WHEREAS, Grantee has requested of Grantor, and Grantor has agreed to grant to
Grantee, a non-exclusive easement under, upon and through that portion of the Grantor Property
for access to and maintenance of the Force Main, as more particularly depicted and described in
Exhibit “B” attached hereto and made a part hereof (the “**Access Easement Area**”), upon certain
terms and conditions more particularly set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency
of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct, are incorporated herein by
this reference, and form a material part of this Agreement. All Exhibits to this Agreement are

incorporated herein by reference and form a material part of this Agreement.

2. Force Main Access Easement. Grantor hereby declares, creates and grants to the Grantee and its successors and assigns, together with its guests, invitees, servants, agents and employees, a perpetual, irrevocable, non-exclusive easement upon, under, across and through the Access Easement Area for access and maintenance of the Force Main. All improvements to the Access Easement Area relating to Grantee's use thereof, including, but not limited to, clearing, paving or other improvements, shall be performed, constructed, maintained and repaired by Grantee, its successors and assigns, at its sole or their sole cost and expense. All construction, paving or other improvements shall be performed to Town requirements / standards.

3. Maintenance of Force Main. The Grantee shall be responsible for and hereby agrees to perform all maintenance and repair activities necessary or required in order to keep and maintain the Force Main in good order and repair and in compliance with all applicable governmental requirements. Grantee shall promptly restore and replace, at its sole expense, any and all improvements within the Access Easement Area which may be damaged or disrupted as a result of any such maintenance activities. Grantor, its successors and assigns, agrees not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the Access Easement Area that may interfere with the easement rights granted to Grantee in this Agreement.

4. Other Easements. It is expressly agreed and understood that the easements created and granted hereby are and shall be non-exclusive, and the Grantor hereby reserves for itself and its successors and assigns the right to grant such other easements or other interests as it may deem desirable in, over, under, upon or across the Access Easement Area provided that such other easements shall not unreasonably interfere with the Grantee's rights hereunder.

5. Disclaimer of Derivative Rights. No consent to any modification or termination of the provisions of this Agreement shall ever be required of any tenant, licensee or concessionaire as to any portion of either party's property, nor shall any such tenant, licensee or concessionaire or any employee, customer or business invitee thereof have any rights to enforce any of the provisions hereof.

6. Duration. This Agreement and the easements hereby granted, created and declared shall be perpetual in duration and may not be changed, amended, modified, canceled or terminated except by an instrument in writing executed by each of the parties hereto.

7. Incidental Rights. The easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Access Easement Area for its intended purposes.

8. Miscellaneous. With or without specific reference thereto, the conveyance of an interest in any portion of the Access Easement Area shall be subject to the respective burdens and benefits of the easements hereby created and granted to the same extent as if all of the terms of this instrument were set forth in such conveyance in full. The easements, agreements and conditions contained or expressed herein shall not be personal (except as otherwise expressly provided herein) but shall run with the land and shall be binding upon and inure to the benefit of

the owners of all portions of the Access Easement Area, their mortgagees, any purchaser at a foreclosure sale, each of the successors and assigns of all such parties, as well as the agents, licensees, guests and invitees of each of them.

9. Indemnity. To the extent permitted by law, the Grantee shall indemnify and hold harmless the Grantor from and against any and all claims, actions, losses, damages and liability whatsoever arising out of or resulting from injury (including death) or property damage to any person arising out of any activities undertaken by the Grantee upon the Access Easement Area and Grantor Property. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the Grantor beyond any statutory limited waiver of immunity, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by operation of law.

10. Further Assurances. In addition to those acts hereinabove stated in this Agreement to be performed by each party, the Town and the Grantor each also hereby agree to perform or cause to be performed such other and further acts as may be reasonably necessary or required of it in order to implement the provisions of this Agreement, including the execution and/or recordation of further documents or instruments

11. Notices. Except as otherwise provided in this Agreement, whenever either party desires to give notice to the other, notice shall be sent to:

If to GRANTOR: Bar Harbor Public Works Division
Attn: Chip Reeves, Public Works Director
1 Public Works Way
Bar Harbor, Maine 04609

With a copy to: Town Manager
Town of Bar Harbor
96 Cottage Street, Suite 1
Bar Harbor, Maine 04609

If to Grantor: William and Ellen Brandt
263 Whiley Road, Groton, MA 01450

With a copy to: Richard C. Cleary, Esq.
Cleary Law Office, P.A.
20 Oak Street
Ellsworth, Maine 04609

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission with confirmed answer back if by telecopy, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

13. Town's Obligation. This Agreement shall not be deemed to pledge the credit of the Town nor to make the Town a co-venturer or partner of Grantee.

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties.

15. Applicable Law/Venue/Remedies. This Agreement shall be construed, controlled and interpreted according to the laws of the State of Maine. Venue for any proceeding arising under this Agreement shall be in Hancock County, Maine. Each party shall bear its own costs and fees.

16. Time is of the Essence. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

17. Non-Waiver. No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity.

18. Severability. If any particular term, provision or condition of this Agreement, the deletion of which would not adversely affect the receipt of any of the material benefit of this Agreement by either party hereto or substantially increase the burden of this Agreement upon either party hereto, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remaining terms, provisions and conditions of this Agreement.

19. Construction. This Agreement shall not be construed against either party on the basis of it being the drafter of the Agreement. The parties agree that each played an equal part in drafting this Agreement. Capitalized terms contained herein shall have no more force or effect than uncapitalized terms. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this Agreement.

20. Recordation of Agreement. An executed original of this Agreement shall be recorded by Grantee, at Grantee's expense, among the Public Records of Hancock County, Maine.

21. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together

constitute one and the same instrument.

22. Town Manager Authority. The town, by and through its council, did authorize its Town Manger to sign this easement at a council meeting regularly scheduled and held on _____.

IN WITNESS WHEREOF, the Grantor Town and Grantee have executed and delivered this Agreement and have intended the same to be and become effective as of the date set forth above.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

Attest:

GRANTEES

William Brandt

Ellen Brandt

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2014,
by William Brandt and Ellen Brandt and declared to be their free act and deed. They are
personally known to me or produced identification.

| | |
|--|---------------------------|
| | _____ |
| | Notary Public: _____ |
| | Commission Expires: _____ |

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY/GRANTOR

Attest:

TOWN OF BAR HARBOR

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day ____ of 2014, by _____, as town manager for the Town of Bar Harbor, Maine. He declared the instrument to be his free act and deed and in his capacity as Town Manager, the free act and deed of said Town. He is personally known to me or has produced identification.

| | |
|--|---------------------------|
| | _____ |
| | Notary Public: _____ |
| | Commission Expires: _____ |
| | |

EXHIBIT "A"

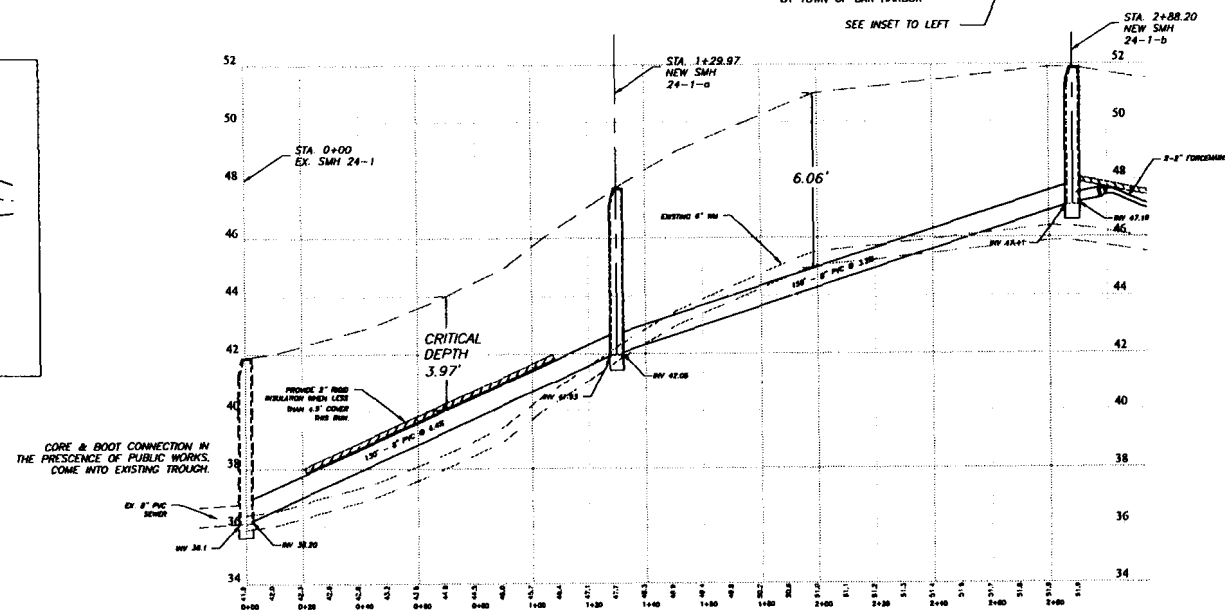
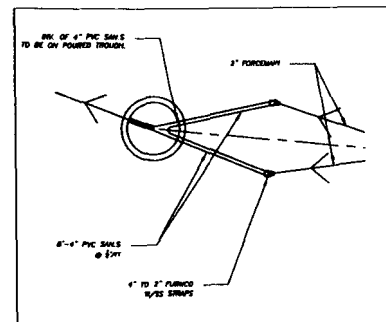
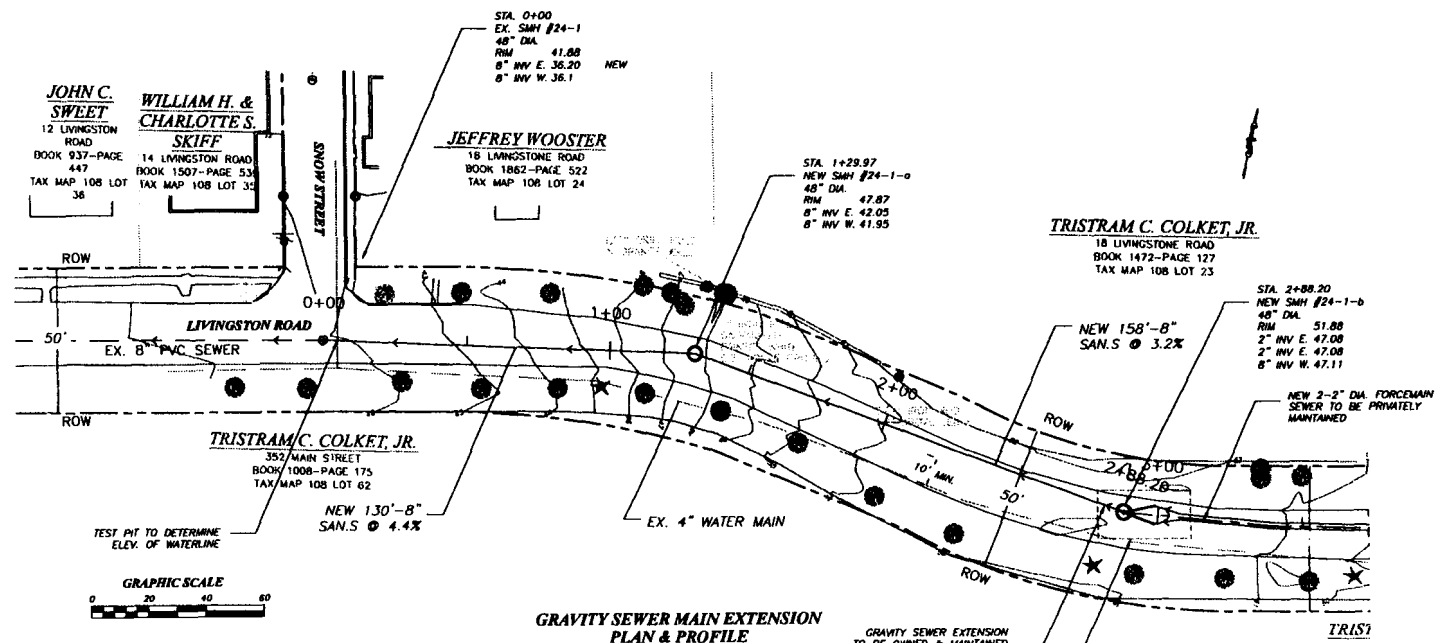
Grantor Property

Portions of Barberry Lane and Livingston Road as set forth on the attached sketch entitled 2 Forecmain Sewers Livingston Road and Barberry Lane dated September 25, 2014 and prepared by G.F. Johnston & Associates Consulting Civil Engineers P.O. Box 197 Southwest Harbor, Maine 04670.

EXHIBIT “B”

Sketch and Legal Description Of Force Main Easement Area: See sketch attached dated September 25, 2014 and prepared by G.F. Johnston & Associates Consulting Civil Engineers P.O. Box 197 Southwest Harbor, Maine 04670 said location as generally following and as built condition to be recorded

NOTES:
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MASSACHUSETTS DEPARTMENT OF HIGHWAYS (M.D.H.) SPECIFICATIONS FOR HIGHWAYS AND BRIDGES.
2. THE PROPOSED SEWER MAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MASSACHUSETTS DEPARTMENT OF HIGHWAYS (M.D.H.) SPECIFICATIONS FOR SEWERS AND DRAINAGE SYSTEMS.
3. THE PROPOSED SEWER MAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MASSACHUSETTS DEPARTMENT OF HIGHWAYS (M.D.H.) SPECIFICATIONS FOR SEWERS AND DRAINAGE SYSTEMS.
4. THE PROPOSED SEWER MAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MASSACHUSETTS DEPARTMENT OF HIGHWAYS (M.D.H.) SPECIFICATIONS FOR SEWERS AND DRAINAGE SYSTEMS.



ISSUED FOR CONSTRUCTION

DRAFT
FOR FINAL PUBLIC
WORKS REVIEW

GRAVITY SEWER
MAIN EXTENSION
LIVINGSTON ROAD

OWNER
WILLIAM BRADY
8 BARNARDY LANE
BAR HARBOR, MAINE 04809

G.F. Johnston & Associates
Consulting Civil Engineers
P.O. Box 197
Southwest Harbor, Maine 04869
207-244-1200



GRAVITY SEWER
MAIN EXTENSION
LIVINGSTON ROAD,
BAR HARBOR, ME

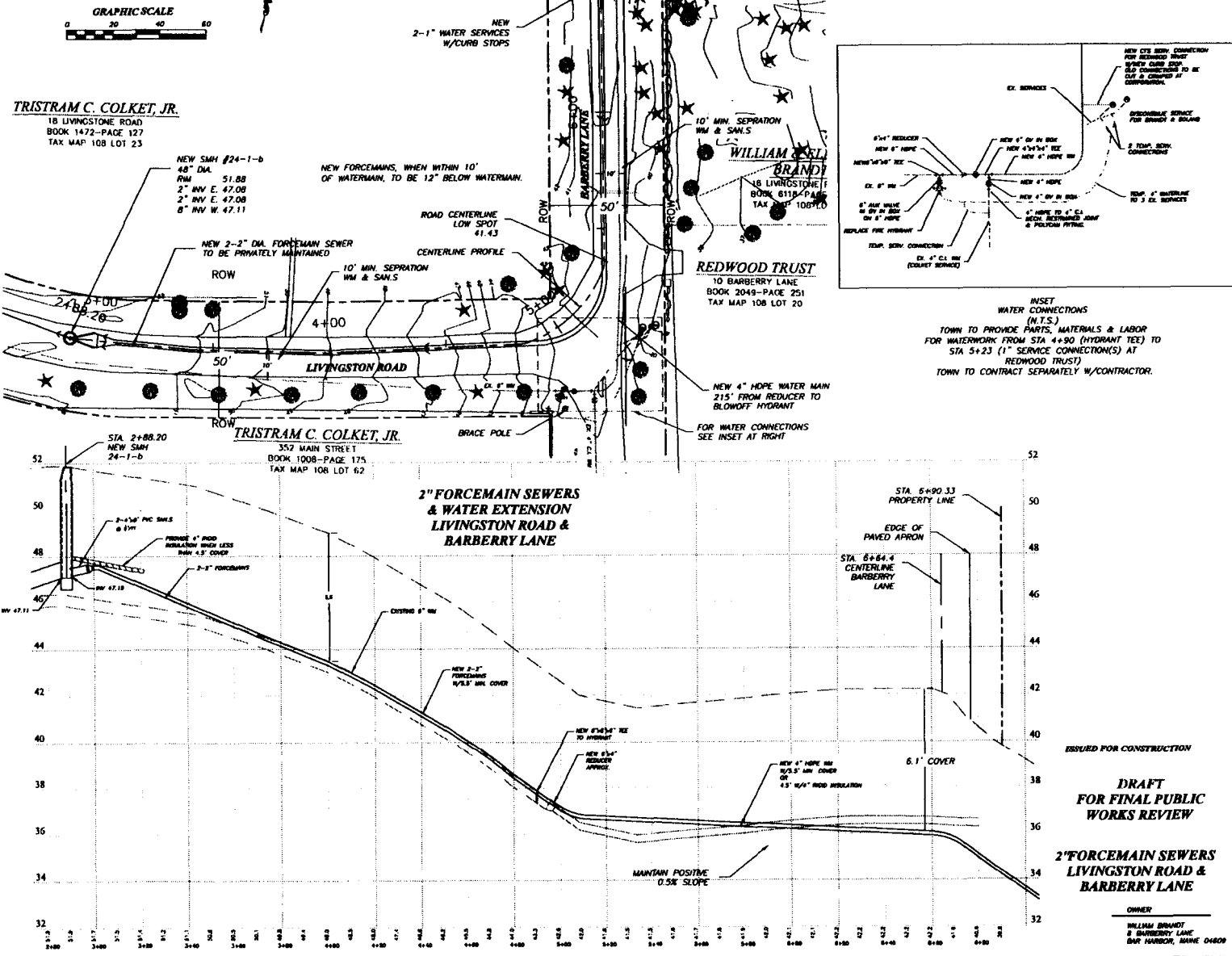
| | |
|---------------|---------------------------------------|
| DATE | 06-24-2024 |
| SCALE | PLAN: 1"=40'-0" PROFILE: 1"=10'-0" |
| PROJECT TITLE | GRAVITY SEWER MAIN EXTENSION |
| DRAWN BY | GEJ |
| CHECKED BY | GEJ |
| SHEET NO. | C-1 |



THIS IS A PRELIMINARY DESIGN. IT IS NOT TO BE USED FOR CONSTRUCTION OF ANY SEWER SYSTEM.

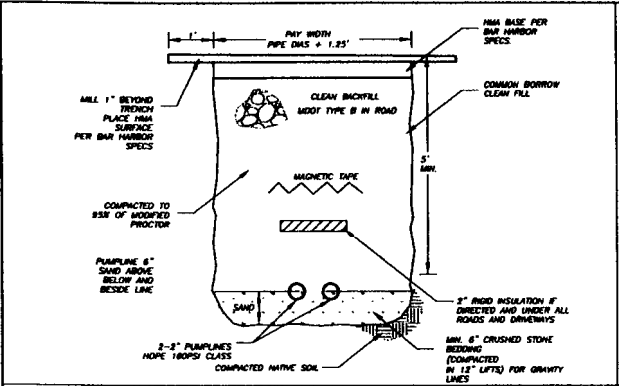
SEWER CONSTRUCTION TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING:
1. SEWER & INDEPENDENT BUILDING SEWER SHALL BE PROVIDED FOR EVERY BUILDING.
2. SEWER LINE MATERIALS SHALL BE CAST-IRON PIPE (CIP) OR FIBERGLASS-REINFORCED PLASTIC (FRP) PIPE (CIP-15) OR APPROVED EQUAL.
3. SEWER SHALL NOT BE LESS THAN 18" DIA. FOR PIPES. SEWER SHALL NOT BE LESS THAN 4' BENEATH SURFACE.
4. THE PROPERTY SHALL NOTIFY THE SUPERINTENDENT WHEN THE BUILDING SEWER AND/OR SERVICE CONNECTION IS READY FOR INSPECTION.

NOTES:
1. CONTRACTOR TO DISPLAY BEST MANAGEMENT PRACTICES FOR EROSION CONTROL.
2. ALL PROPERTY LINES ADJACENT TO THE SIX MAIN ROADS DEVELOPED FROM THE MAPS ARE NOT REPRESENTED AS PART OF THE SEWER.
3. ADJACENT TO BE ADJUSTED AND ADJUSTED WITH 2" BENEATH A 1" OVERLAY CONSTANT WITH TOWN OF BAR HARBOR HIGHWAY STANDARDS.
4. ALL EXISTING UTILITY LOCATIONS UNRELIABLE.

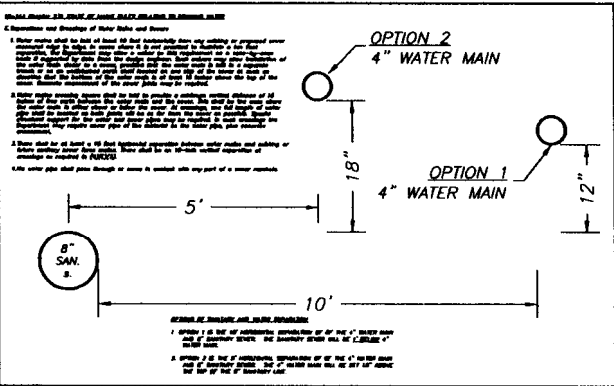
NOTE:
2" FORCEMAINS TO HAVE 6.5' COVER WHEN WITHIN 10' HORIZONTALLY OF ANY WATER MAIN.



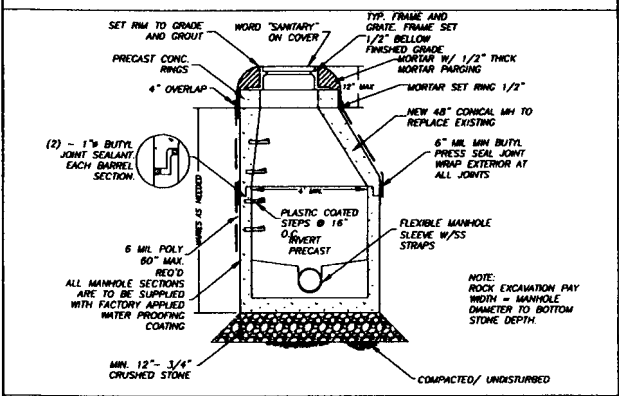
| | |
|---|--------------------------------|
| G.F. Johnston & Associates Consulting Civil Engineers P.O. Box 197 Southwest Freeway, Suite 04679 281-444-1200 | |
|  | |
|  | |
| DETAILS | |
| DATE | 06-27-2004 |
| SCALE | 1" = 20' HORIZ 1" = 2' VERT |
| PROJECTED BY | JGJ |
| DRAWN BY | OKC |
| CHECKED BY | .. |
| APPROVED BY | D-1 |



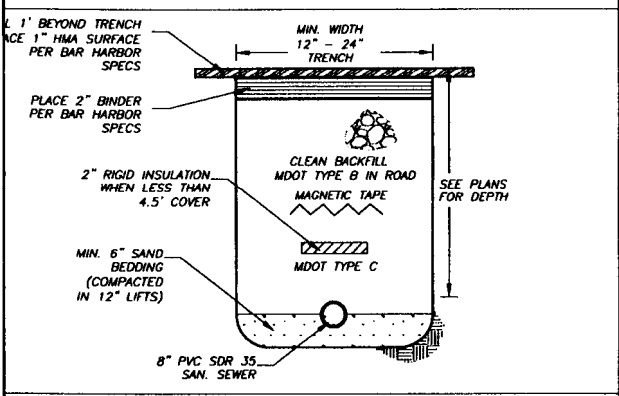
TYPICAL SANITARY TRENCH DETAIL
N.T.S.



WATER MAIN / SANITARY SEPERATION DETAILS
N.T.S.



TYP 48" Ø CONICAL SANITARY MANHOLE
N.T.S.



TYP SANITARY SEWER
N.T.S.

DRAFT
FOR PUBLIC WORKS
REVIEW

DETAILS
SEWER MAIN
EXTENSION
LIVINGSTON ROAD

OWNER
WILLIAM BRANDT
8 BARNBERRY LANE
BAY HARBOR, MAINE 04609

G.F. Johnston & Associates
Consulting Civil Engineers
P.O. Box 197
Southwest Harbor, Maine 04879
207-284-1200



DETAILS

DATE:
JANUARY 2

SCALE:
1" = 2' HORIZ
1" = 2' VERT

PROJECT NO. #
12000

DRAWN BY
J.R.C.

CHECKED BY
...

PROJECT NO.
12-1

THIS INSTRUMENT PREPARED BY AND
SHOULD BE RETURNED TO:
Richard C. Cleary, Esq.
Cleary Law Office, P.A.
20 Oak Street
Ellsworth, Maine 04605
Tel. (207) 412-0066

FOR RECORDING PURPOSES/ USE ONLY

**EASEMENT AGREEMENT FOR ACCESS TO AND MAINTENANCE OF FORCE
MAIN**

**THIS EASEMENT AGREEMENT FOR ACCESS TO AND MAINTENANCE OF
FORCE MAIN** (the “**Agreement**”) effective this ____ day of _____, 2014, by and
between **THE INHABITANTS OF THE TOWN OF BAR HARBOR** whose address is 96
Cottage Street, Suite 1, Bar Harbor, Maine 04609 (hereinafter referred to as “**GRANTOR**” or
“**TOWN**”) and **MICHAEL BOLAND and DEIRDRE SWORDS** whose address is 8 Barberry
Lane, Bar Harbor, Maine 04609 (hereinafter referred to as “**GRANTEE**”)

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in Bar Harbor,
Hancock County, Maine, more particularly described on Exhibit “A” attached hereto and made a
part hereof (the “**Grantor Property**”) (portions of Barberry Lane and Livingston Street); and

WHEREAS, Grantee is the owner of that certain force main and other related sewage
facilities lying within, adjacent and contiguous to the Grantor Property (hereinafter collectively
referred to as the “**Force Main**”); and

WHEREAS, Grantee has requested of Grantor, and Grantor has agreed to grant to
Grantee, a non-exclusive easement under, upon and through that portion of the Grantor Property
for access to and maintenance of the Force Main, as more particularly depicted and described in
Exhibit “B” attached hereto and made a part hereof (the “**Access Easement Area**”), upon certain
terms and conditions more particularly set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency
of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct, are incorporated herein by
this reference, and form a material part of this Agreement. All Exhibits to this Agreement are

incorporated herein by reference and form a material part of this Agreement.

2. Force Main Access Easement. Grantor hereby declares, creates and grants to the Grantee and its successors and assigns, together with its guests, invitees, servants, agents and employees, a perpetual, irrevocable, non-exclusive easement upon, under, across and through the Access Easement Area for access and maintenance of the Force Main. All improvements to the Access Easement Area relating to Grantee's use thereof, including, but not limited to, clearing, paving or other improvements, shall be performed, constructed, maintained and repaired by Grantee, its successors and assigns, at its sole or their sole cost and expense. All construction, paving or other improvements shall be performed to Town requirements / standards.

3. Maintenance of Force Main. The Grantee shall be responsible for and hereby agrees to perform all maintenance and repair activities necessary or required in order to keep and maintain the Force Main in good order and repair and in compliance with all applicable governmental requirements. Grantee shall promptly restore and replace, at its sole expense, any and all improvements within the Access Easement Area which may be damaged or disrupted as a result of any such maintenance activities. Grantor, its successors and assigns, agrees not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the Access Easement Area that may interfere with the easement rights granted to Grantee in this Agreement.

4. Other Easements. It is expressly agreed and understood that the easements created and granted hereby are and shall be non-exclusive, and the Grantor hereby reserves for itself and its successors and assigns the right to grant such other easements or other interests as it may deem desirable in, over, under, upon or across the Access Easement Area provided that such other easements shall not unreasonably interfere with the Grantee's rights hereunder.

5. Disclaimer of Derivative Rights. No consent to any modification or termination of the provisions of this Agreement shall ever be required of any tenant, licensee or concessionaire as to any portion of either party's property, nor shall any such tenant, licensee or concessionaire or any employee, customer or business invitee thereof have any rights to enforce any of the provisions hereof.

6. Duration. This Agreement and the easements hereby granted, created and declared shall be perpetual in duration and may not be changed, amended, modified, canceled or terminated except by an instrument in writing executed by each of the parties hereto.

7. Incidental Rights. The easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Access Easement Area for its intended purposes.

8. Miscellaneous. With or without specific reference thereto, the conveyance of an interest in any portion of the Access Easement Area shall be subject to the respective burdens and benefits of the easements hereby created and granted to the same extent as if all of the terms of this instrument were set forth in such conveyance in full. The easements, agreements and conditions contained or expressed herein shall not be personal (except as otherwise expressly provided herein) but shall run with the land and shall be binding upon and inure to the benefit of

the owners of all portions of the Access Easement Area, their mortgagees, any purchaser at a foreclosure sale, each of the successors and assigns of all such parties, as well as the agents, licensees, guests and invitees of each of them.

9. Indemnity. To the extent permitted by law, the Grantee shall indemnify and hold harmless the Grantor from and against any and all claims, actions, losses, damages and liability whatsoever arising out of or resulting from injury (including death) or property damage to any person arising out of any activities undertaken by the Grantee upon the Access Easement Area and Grantor Property. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the Grantor beyond any statutory limited waiver of immunity, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by operation of law.

10. Further Assurances. In addition to those acts hereinabove stated in this Agreement to be performed by each party, the Town and the Grantor each also hereby agree to perform or cause to be performed such other and further acts as may be reasonably necessary or required of it in order to implement the provisions of this Agreement, including the execution and/or recordation of further documents or instruments

11. Notices. Except as otherwise provided in this Agreement, whenever either party desires to give notice to the other, notice shall be sent to:

If to GRANTOR: Bar Harbor Public Works Division
Attn: Chip Reeves, Public Works Director
1 Public Works Way
Bar Harbor, Maine 04609

With a copy to: Town Manager
Town of Bar Harbor
96 Cottage Street, Suite 1
Bar Harbor, Maine 04609

If to Grantor: Michael Boland & Deirdre Swords
8 Barberry Lane, Bar Harbor, ME 04609

With a copy to: Richard C. Cleary, Esq.
Cleary Law Office, P.A.
20 Oak Street
Ellsworth, Maine 04609

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission with confirmed answer back if by telecopy, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

13. Town's Obligation. This Agreement shall not be deemed to pledge the credit of the Town nor to make the Town a co-venturer or partner of Grantee.

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties.

15. Applicable Law/Venue/Remedies. This Agreement shall be construed, controlled and interpreted according to the laws of the State of Maine. Venue for any proceeding arising under this Agreement shall be in Hancock County, Maine. Each party shall bear its own costs and fees.

16. Time is of the Essence. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

17. Non-Waiver. No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity.

18. Severability. If any particular term, provision or condition of this Agreement, the deletion of which would not adversely affect the receipt of any of the material benefit of this Agreement by either party hereto or substantially increase the burden of this Agreement upon either party hereto, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remaining terms, provisions and conditions of this Agreement.

19. Construction. This Agreement shall not be construed against either party on the basis of it being the drafter of the Agreement. The parties agree that each played an equal part in drafting this Agreement. Capitalized terms contained herein shall have no more force or effect than uncapitalized terms. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this Agreement.

20. Recordation of Agreement. An executed original of this Agreement shall be recorded by Grantee, at Grantee's expense, among the Public Records of Hancock County, Maine.

21. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together

constitute one and the same instrument.

22. Town Manager Authority. The town, by and through its council, did authorize its Town Manger to sign this easement at a council meeting regularly scheduled and held on _____.

IN WITNESS WHEREOF, the Grantor Town and Grantee have executed and delivered this Agreement and have intended the same to be and become effective as of the date set forth above.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

Attest:

GRANTEES

Michael Boland

Deirdre Swords

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2014,
by Michael Boland and Deirdre Swords and declared to be their free act and deed. They are
personally known to me or produced identification.

| | |
|--|---------------------------|
| | _____ |
| | Notary Public: _____ |
| | Commission Expires: _____ |

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY/GRANTOR

Attest:

TOWN OF BAR HARBOR

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day ____ of 2014, by _____, as town manager for the Town of Bar Harbor, Maine. He declared the instrument to be his free act and deed and in his capacity as Town Manager, the free act and deed of said Town. He is personally known to me or has produced identification.

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| | _____ |
| | Notary Public: _____ |
| | Commission Expires: _____ |
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EXHIBIT “A”

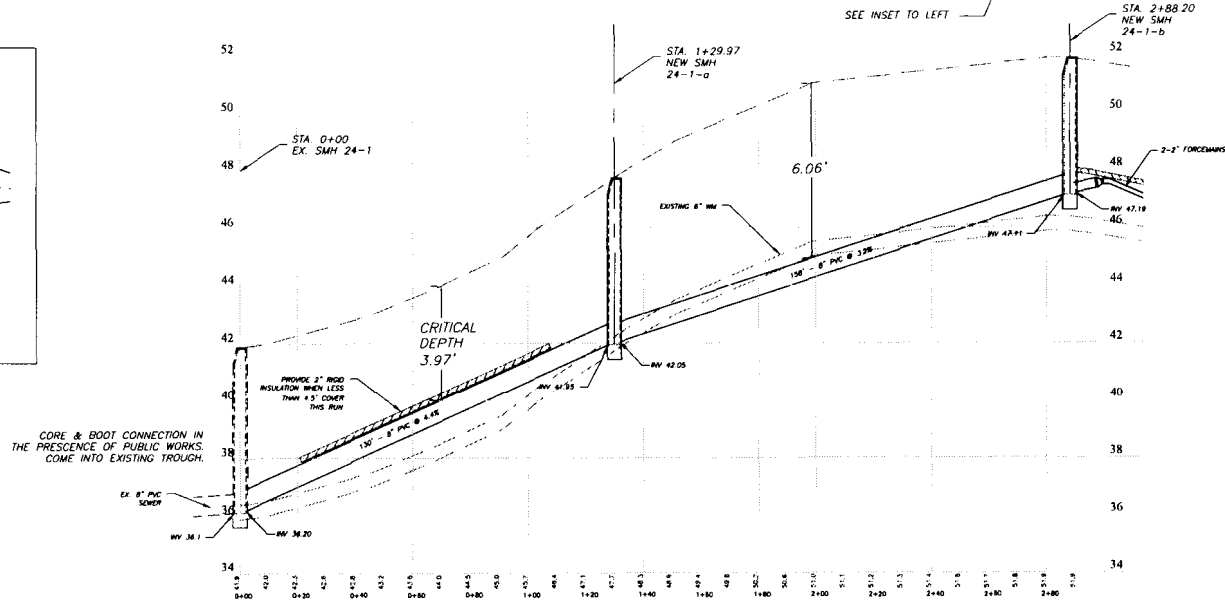
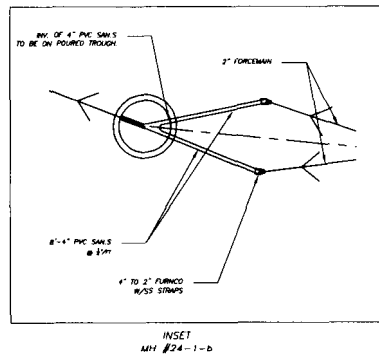
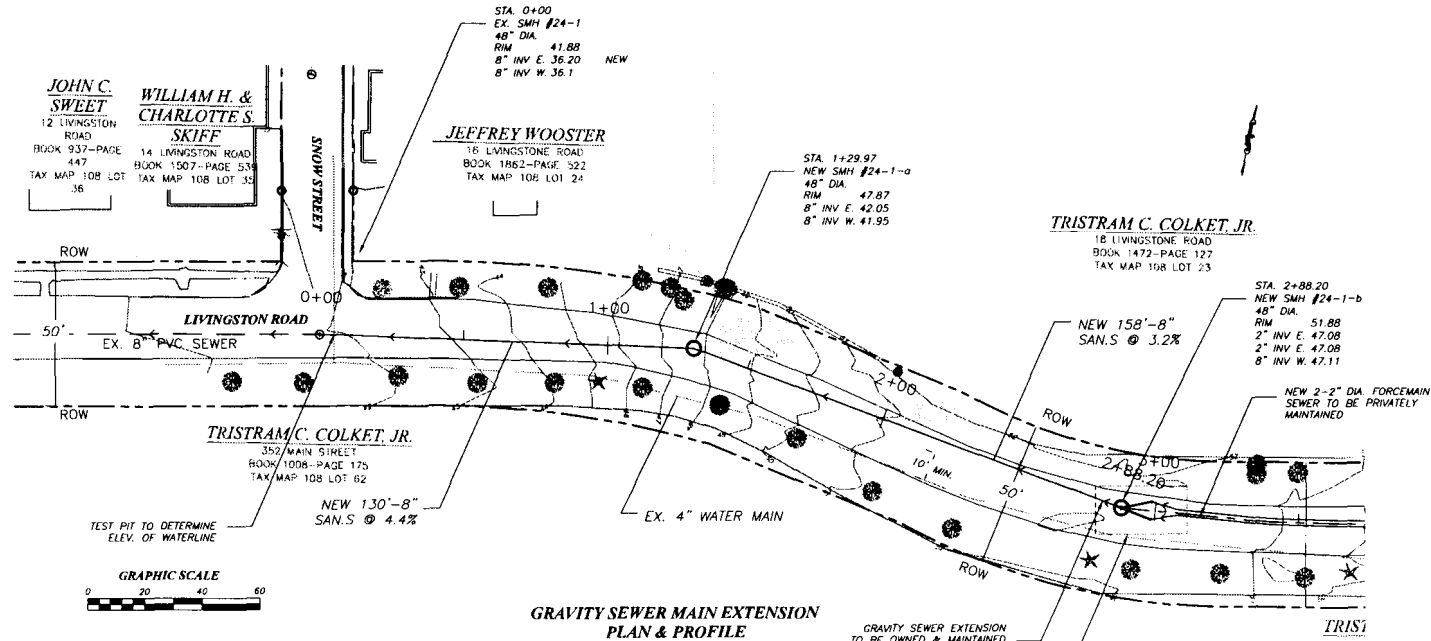
Grantor Property

Portions of Barberry Lane and Livingston Road as set forth on the attached sketch entitled 2 Forecmain Sewers Livingston Road and Barberry Lane dated September 25, 2014 and prepared by G.F. Johnston & Associates Consulting Civil Engineers P.O. Box 197 Southwest Harbor, Maine 04670.

EXHIBIT “B”

Sketch and Legal Description Of Force Main Easement Area: See sketch attached dated September 25, 2014 and prepared by G.F. Johnston & Associates Consulting Civil Engineers P.O. Box 197 Southwest Harbor, Maine 04670 said location as generally following and as built condition to be recorded

NOTES:
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ISSUED FOR CONSTRUCTION

DRAFT
FOR FINAL PUBLIC
WORKS REVIEW

GRAVITY SEWER
MAIN EXTENSION
LIVINGSTON ROAD

OWNER
WILLIAM BRANDT
8 BARBERRY LANE
BAR HARBOR, MAINE 04809

G.F. Johnston & Associates
Consulting Civil Engineers
P.O. Box 197
Southwest Harbor, Maine 04879
207-244-1200



GRAVITY SEWER
MAIN EXTENSION
LIVINGSTON ROAD,
BAR HARBOR, ME

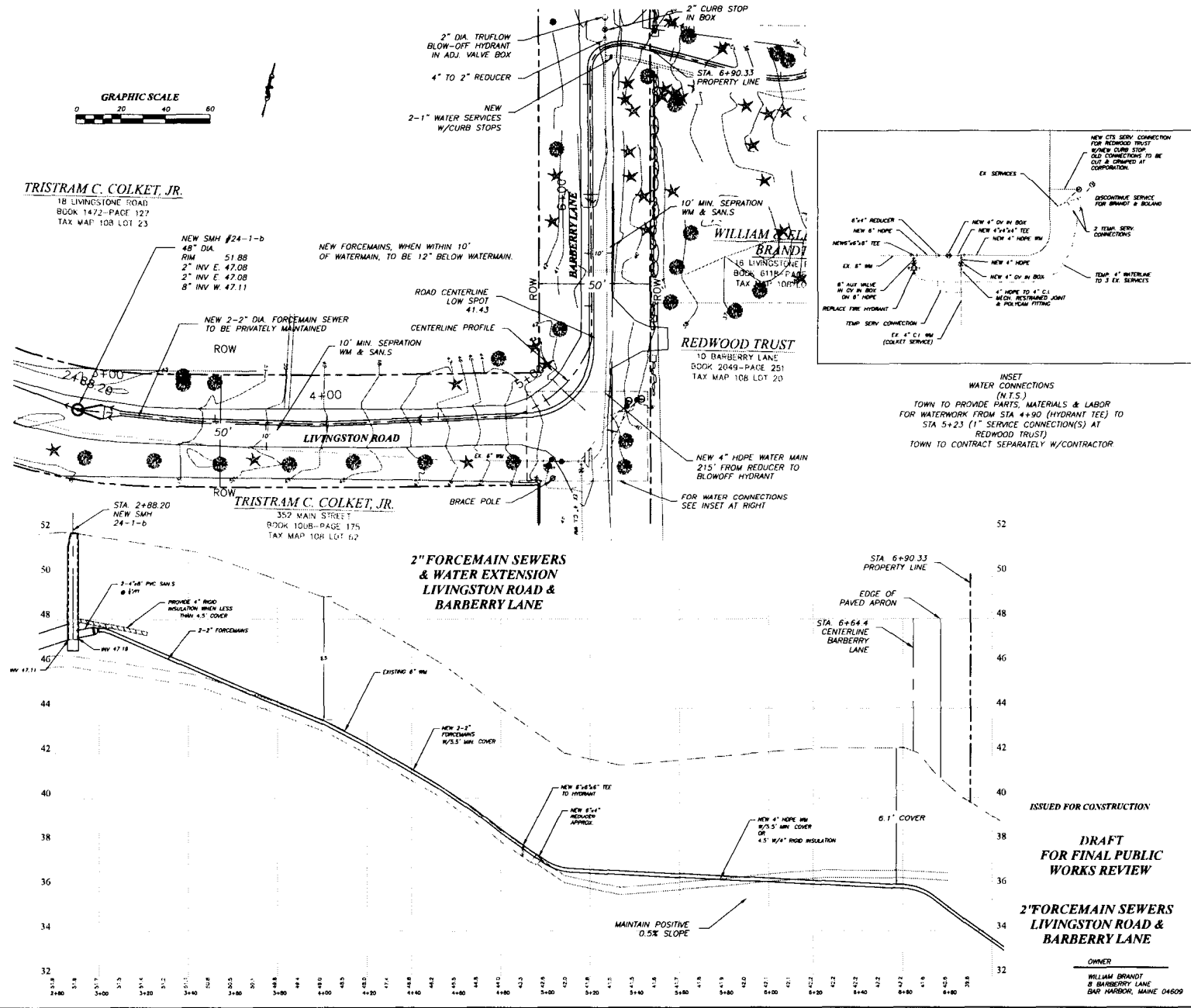
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TOWN OF BAR HARBOR, SEWER ORDINANCE -
CHAPTER 115
SEWER CONSTRUCTION OF NEW SEWER
EXTENSION

SEWER CONSTRUCTION TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING:
1. SEWER LINE MATERIALS SHALL BE CAST-IRON PIPE (CIP) (18"-24") ASBESTOS-CONCRETE SEWER PIPE (ACSP) (18"-24") PVC SCHEDULE 40 (18"-24") OR APPROVED EQUIVALENT.
2. SLOPES SHALL NOT BE LESS THAN 1/4" PER FOOT BUT SHALL NOT BE LESS THAN 4 INCHES IN DIAMETER.
3. THE PERMITTEE SHALL NOTIFY THE SUPERINTENDENT WHEN THE BUILDING SEWER AND/OR SERVICE CONNECTION IS READY FOR INSPECTION.
4. ALL EXISTING UTILITY LOCATIONS APPROXIMATE.

- NOTES:**
1. CONTRACTOR TO EMPLOY BEST MANAGEMENT PRACTICES FOR SEDIMENTATION AND EROSION CONTROL.
 2. ALL PROPERTY LINES ADJACENT TO THE SITE HAVE BEEN DEVELOPED FROM TAX MAPS AND ARE NOT REPRESENTED AS PART OF THE SURVEY.
 3. FUTURE TO BE SLOTTED AND REPAIRED WITH 2" BRICK & 1" OVERLAY CONSISTENT WITH TOWN OF BAR HARBOR HIGHWAY STANDARDS.
 4. ALL EXISTING UTILITY LOCATIONS APPROXIMATE.

NOTE:
2" FORCEMAINS TO HAVE 6.5' COVER WHEN WITHIN 10' HORIZONTALLY OF ANY WATER MAIN.

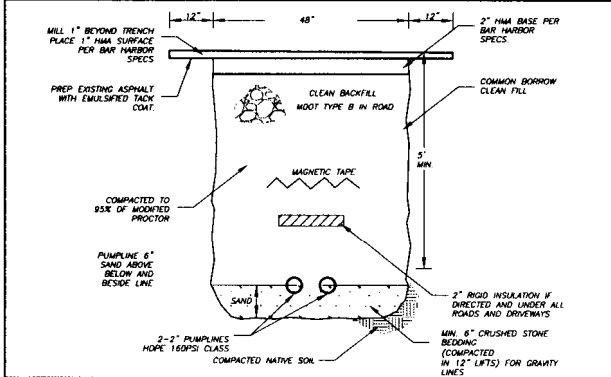


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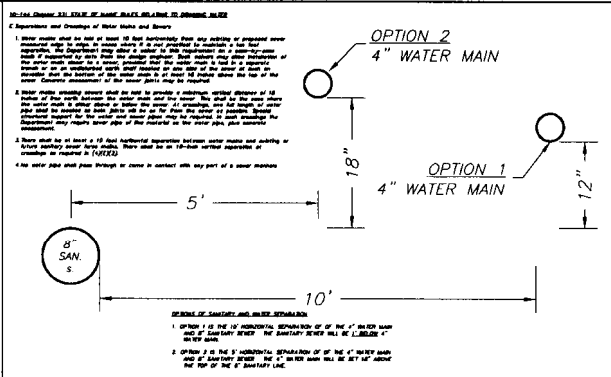


2" FORCEMAIN SEWERS
LIVINGSTON ROAD & BARBERRY LANE
BAR HARBOR, ME

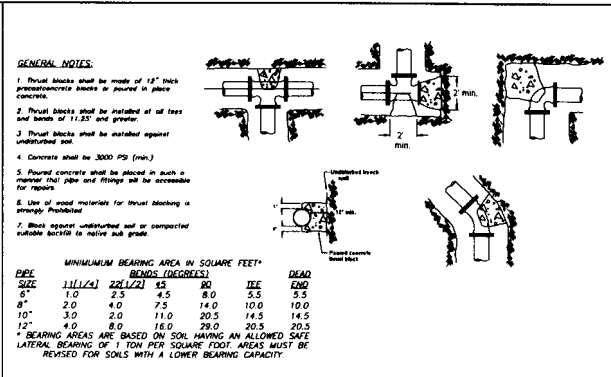
ISSUED FOR CONSTRUCTION
DRAFT FOR FINAL PUBLIC WORKS REVIEW
2" FORCEMAIN SEWERS LIVINGSTON ROAD & BARBERRY LANE
C-2



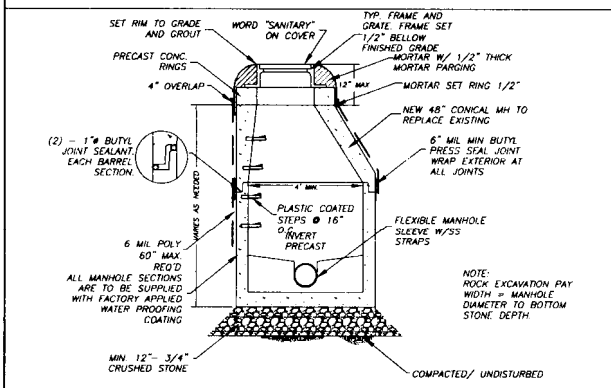
TYPICAL SANITARY TRENCH DETAIL
N.T.S.



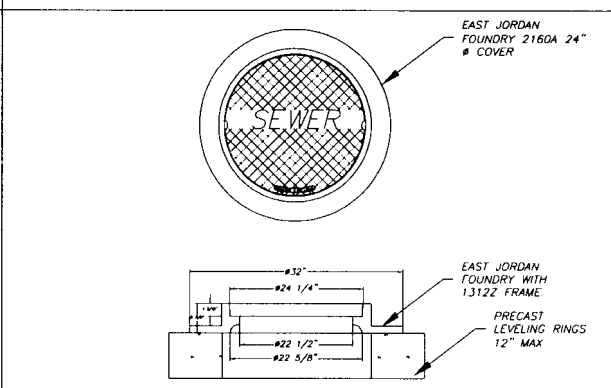
WATER MAIN / SANITARY SEPARATION DETAILS
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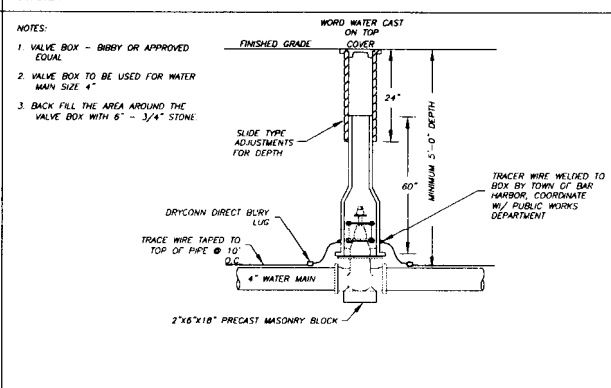
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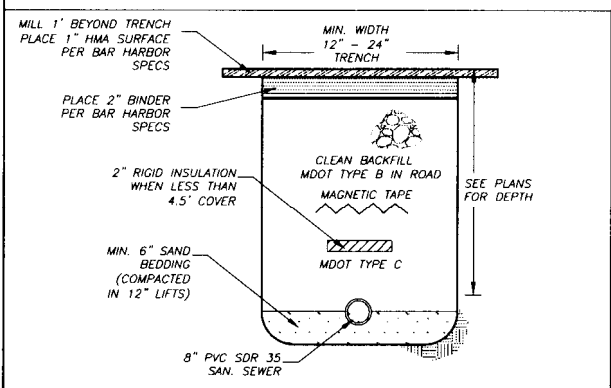
TYP 48" CONICAL SANITARY MANHOLE
N.T.S.



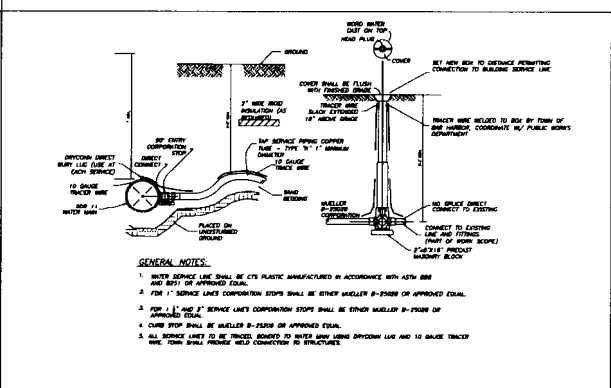
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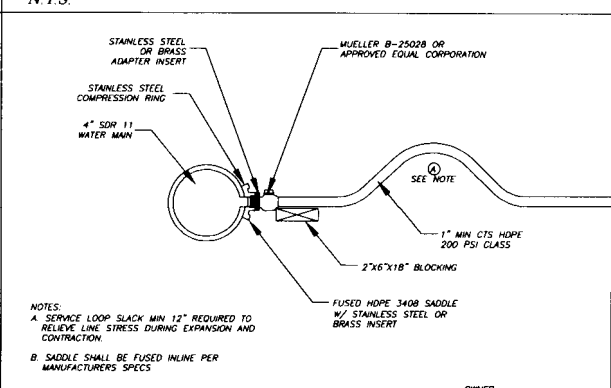
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TYP SANITARY SEWER
N.T.S.



TYP WATER SERVICE DETAIL
N.T.S.



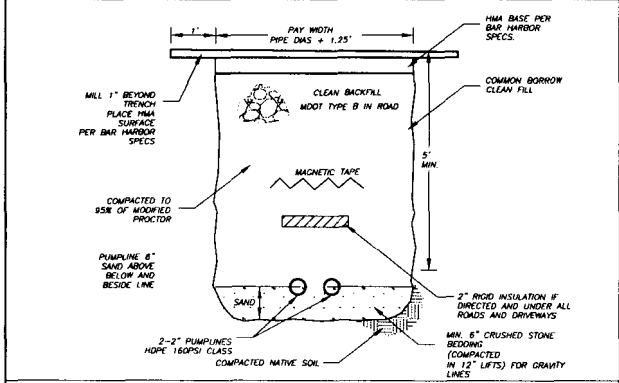
WATERMAIN CONNECTION DETAIL
N.T.S.

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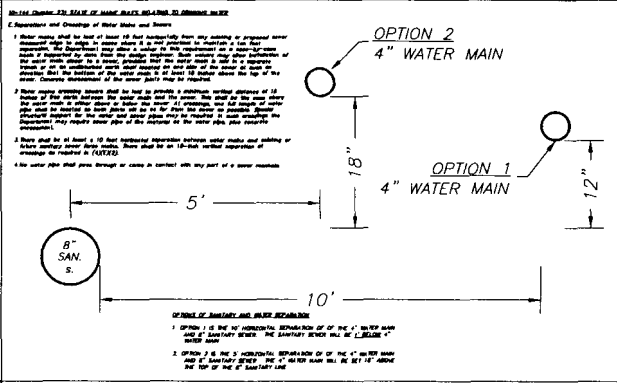
STATE OF MAINE
REGISTERED PROFESSIONAL ENGINEER
NO. 10886
EXPIRATION DATE 12/31/2014

DETAILS

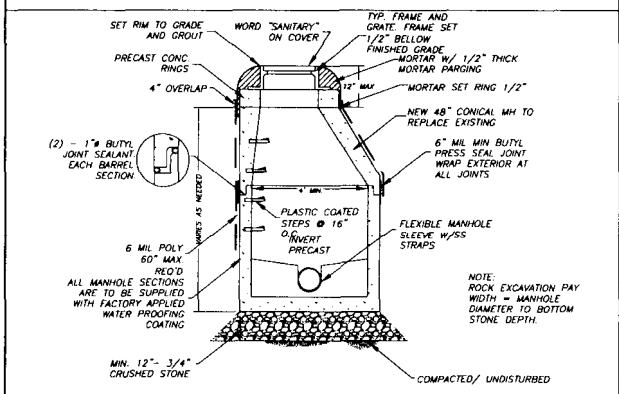
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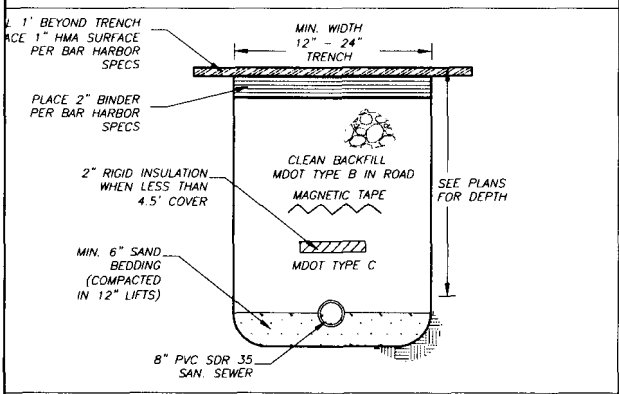
TYPICAL SANITARY TRENCH DETAIL
N.T.S.



WATER MAIN / SANITARY SEPERATION DETAILS
N.T.S.



TYP 48" Ø CONICAL SANITARY MANHOLE
N.T.S.



TYP SANITARY SEWER
N.T.S.

DRAFT
FOR PUBLIC WORKS
REVIEW

DETAILS
SEWER MAIN
EXTENSION
LIVINGSTON ROAD

OWNER
WILLIAM BRANDT
8 BARBERY LANE
SAY HARBOR, MAINE 04609

G.F. Johnston & Associates
Consulting Civil Engineers
P.O. Box 197
Southwest Harbor, Maine 04609
207-244-1200



DETAILS

DATE:

BY:

PROJECT:

LOCATION:

DESIGNED BY:

CHECKED BY:

APPROVED BY:

DATE:

VI ->



ARCHITECTS • ENGINEERS • PLANNERS • PARKING CONSULTANTS • RESTORATION ENGINEERS

Cornell F. Knight
Town Manager
Town of Bar Harbor
93 Cottage Street
Bar Harbor, ME 04609

Tuesday, October 07, 2014

RE: *Project Review
Backyard Lot Parking Study
Project # 20-13135.01-03*

Dear Mr. Knight:

Congratulations on your new position! At the request of Paul Paradis, Bermello Ajamil & Partners, Inc. and DESMAN Associates has prepared a summary of work-to-date on a parking study for the Town of Bar Harbor.

BACKGROUND

In March of 2013, the Town of Bar Harbor issued a RFP inviting qualified firms to submit proposals to execute a feasibility study. The objective of this engagement was to determine if the area known at the 'backyard parking lot' could support development of a parking structure. This parcel was identified as preferential for development into structured parking, as it would support the recently completed West Street Hotel as well as abutting existing businesses and nearby enterprises such as the whale watching expeditions. The site was also advantageous as it was felt it contained adequate dimensions to allow for inclusion of grade-level retail space along the Roddick Street face without negatively impacting the efficiency of structural design.

This engagement, as conceived by the Town, was divided into four phases:

- Phase 1: Site Feasibility.
- Phase 2: Existing Conditions Assessment.
- Phase 3: Future Conditions and Alternatives Analysis.
- Phase 4: Financial Feasibility Assessment.

Bermello Ajamil & Partners, Inc. and DESMAN Associates submitted a proposal to provide these services and were ultimately selected and engaged under contract in June of 2013.

PHASE 1 STUDY

Bermello Ajamil & Partners, Inc. engaged Town stakeholders in a series of interviews, conversations and charrettes to identify limitations, concerns and restrictions on the project site. Working off site plans provided by the Town, two conceptual designs were developed; one which accommodated the private residence located in the middle of the site and a second which contemplated design with the residence removed and a consolidated footprint for the structure.

Option 1, which straddled the existing residence, could contain 371 spaces across four stories, but would negate the development of any other building along Roddick Street. The structure was fairly efficient at

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413 square feet per space and a base construction cost of roughly \$7.42M, but spanned almost the entire footprint of the existing lot.

Option 2 contained a fewer spaces (248) and a less efficient design (425 square feet/space), but also a smaller, more compact footprint due the removal of the private residence. This design would only occupy about half the footprint of Option 1, allowing development of a four-story, 248-space structure in the core of the block while still supporting development of a new building fronting Roddick Street – in front the garage - and essentially ‘cloaking’ the structure from public sight with buildings on every side.

Both of these options were vetted with Town leaders and the general public in separate presentations. Since presentation of these options, the private residence has been vacated and could be acquired without undue cost or process, eliminating the need for Option 1.

A third option on the site, which would assume spanning the entire site foot print with a parking structure, allowing for greater capacity on site without increasing height, but eliminating the option of building anything else there, is being considered as an alternative in the Phase 3 study.

PHASE 2 STUDY

DESMAN Associates performed a comprehensive parking supply inventory and occupancy observations in August of 2013 to establish existing conditions. DESMAN found that the 1,388 parking spaces inventoried across the defined study area were typically utilized to 88% or higher of capacity during the height of the summer tourist trade, with public parking facilities running at 93% - 99% of capacity on weekdays and weekends at the busiest hour of the day.

In practical terms, the Town needs at least 75 spaces immediately to reduce pressure plus replacement of whatever capacity is displaced when the garage is developed over the existing parking lot (~ 81 spaces). Additionally, given the amount of vacant space observed across the area during field surveys, DESMAN projected the Town may need as many as 85 additional spaces to support development in the near future. This suggested an initial design target of roughly 250 spaces.

The results of this analysis were vetted with Town leaders and the general public in separate presentations

PHASE 3 STUDY

Bermello Ajamil & Partners, Inc. and DESMAN Associates were authorized to move forward with additional study in June of 2014.

DESMAN met with Town stakeholders in early August to review field work to date and identify any concerns about our prior findings. At the request of certain attendees, DESMAN expanded the scope of their observations to include vehicles parked on-street south of Mount Desert Road as it was felt that these could be area employees flowing out of the downtown proper into adjacent residential neighborhoods. Additionally, DESMAN was asked to expand our observations regarding typical length of stay and turnover on Town streets to cover larger sections of Main Street, West Street and Rodick Street. DESMAN also performed peak hour occupancy counts across the study area to update data collected at the same time the prior year (2013) with the objective of measuring natural growth in parking demand, year-to-year.

DESMAN found that weekday peak hour occupancy in off-street facilities had grown by roughly 1% year-to-year, while weekend peak hour occupancy in off-street facilities had grown by roughly 4% over conditions recorded in 2013. Inversely, peak hour weekday on-street occupancy had grown about 4% over the prior year, while peak hour weekend on-street occupancy had grown just 1% over observed 2013 levels. In total, parking demand across the area appears to be growing at a rate of roughly 2% annually through increased patronage.

License Plate Inventories indicated good compliance in areas with time limits (i.e. Main Street), with the average length of stay being roughly two hours and each space in those areas turning over 3-4 times per day. However, in areas where there were no posted time restrictions (i.e. West Street, west of Bridge Street), the average length of stay was 5+ hours and spaces rarely turned over more than once per day.

Observations of vehicles parked in the residential areas south of Mount Desert found about 85 vehicles parked overnight, which were assumed to be area residents. In addition, DESMAN counted an additional 60 vehicles in this area at midday which were likely tourists or employees parking in this area. DESMAN would propose to add this number (60) to the design capacity of the proposed structure, if or when the Town elects to move to a residential parking permit program.

Similarly, DESMAN inventoried as many as 117 vehicles parked along either side of West Street between Bridge Street and Eden Street during the day, but only a handful at midnight, which were assumed to be residents. Some of these may be area employees seeking long-term parking while on shift, but many appeared to be visitors, based on the mix of license plates. Some or all of this number could be incorporated into the design capacity target for the garage, depending on how the Town wishes to address curbside parking in this area.

Parking along Rodick Street between Cottage Street and West Street was clearly associated with the hotel, as the typical length of stay was over 7 hours and these spaces rarely turned over during observations. DESMAN would recommend that the 14 spaces distributed along the roadway be incorporated into the final design and parking be banned in this area to allow for widening of the sidewalk and smoother traffic flow through the area.

In mid-September, the Town provided DESMAN with a list of seven properties that may be redeveloped in the next 10 years. DESMAN is in the process of developing a statistical model, based on Urban Land Institute and Institute of Transportation Engineers standards, to model the impact of these developments. This will be used to identify any potential parking supply shortfalls arising from future development which may need to be corrected.

Once future needs and potential supply shortfalls are quantified across the area, DESMAN will review preliminary plans for the proposed garage on the Backyard Lot and recommend adjustments to reflect these conditions. DESMAN will also review options for addressing projected parking shortfalls by other methods which may include development of structured parking options on other municipal parking lots or establish remote parking facilities with connecting shuttle service into Bar Harbor. DESMAN will review the potential benefits and liabilities of each of these options, relative to the proposed structure on the Backyard Lot, and identify which option is most advantageous to the Town. DESMAN will also review potential off-season uses for a proposed parking facility.

DESMAN will consolidate the preceding into a draft report and submit it to the Town for review and comment on or about October 15, 2014. DESMAN will attend one (1) meeting to review the analysis and receive comments for revision before finalizing the report.

PHASE 4 STUDY

At the conclusion of the Phase 3 study, DESMAN will initiate the final phase of work. The purpose of this phase is to determine how the Town might financial the proposed improvements. Mechanisms to assist in financing and/or which may be needed to support the development may include:

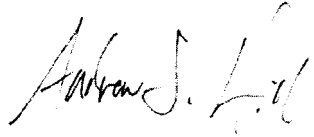
- Introduction of metered parking in certain areas;
- Introduction of time limits in certain areas;
- Introduction of a Residential Parking Permit program in certain areas;
- Introduction of 'fee for use' parking in certain facilities;
- Creation of a formal agency to manage municipal assets;
- Creation of financial/accounting structure to support financing of a parking asset;
- Revision of existing ordinances to support recommended actions.

DESMAN's analysis will include review of best practices, examples of prior implementation in comparable communities, necessary timing and action steps to implement, as well as an assessment of potential capital and operating costs, gross income, net operating income and debt service. DESMAN will consolidate the preceding into a draft report and submit it to the Town for review and comment within 30 days of initiating the study. DESMAN will attend one (1) conference call to review the analysis and receive comments for revision before finalizing the report.

All draft reports will be consolidated into a single, formal report and issued to the Town for review and distribution. DESMAN and Bermello Ajamil & Partners, Inc. will attend two (2) functions to be scheduled upon the same day: a presentation of the final report to the Steering Committee and a presentation of the report to the general public for review and comment. Scheduling of these deliverables will be subject to negotiation between the Town of Bar Harbor, DESMAN and Bermello Ajamil & Partners, Inc.

We look forward to working with you as we move forward on this ambitious and exciting project. Should you have any questions or concerns, please do not hesitate to contact me at (857) 753-1418 or ahill@desman.com.

Sincerely,



Andrew S. Hill, Associate/Senior Consultant
DESMAN Associates

CC: Eric Haggett, Associate – DESMAN Associates
Scott Bakos, Partner - Bermello Ajamil & Partners, Inc.
Paul Paradis, Chair – Bar Harbor Town Council

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Sewer Ordinance Amendment

Town of Bar Harbor

An Amendment to Adopt the Fiscal Year 2015 Sewer Budget, Rates, Fees and Charges.

The Town of Bar Harbor hereby ordains that Chapter 165, Sewers, of the Town Code is amended as follows:

[Please Note: Old language is ~~stricken~~. New language is underlined.]

Chapter 165 , SEWERS

ARTICLE III, Sewer Budget and Rates

§ 165-7.1. Sewer budget, fees and charges.

A. Budget ~~introduced~~ adopted. The fiscal year ~~2015~~ 2014 Sewer Budget, dated October 7, 2014 ~~May 16, 2013~~, is hereby ~~introduced~~ adopted as published and summarized below.

(1) Fund balance. Unreserved and undesignated fund balances are estimated as follows:

(a) Estimated starting unreserved and undesignated fund balance:

[1] Operating Fund: \$256,669 ~~(3,368)~~.

[2] Capital Fund: \$13,359 ~~404,815~~.

(b) Ending unreserved and undesignated fund balance:

[1] Operating Fund: \$209,885 ~~47,943~~.

[2] Capital Fund: \$78,458 ~~49,999~~.

(2) Revenues.

(a) Total revenues and other sources are estimated to be:

[1] Operating Fund: \$1,288,441 ~~1,258,832~~.

[2] Capital Fund: \$953,685 ~~902,787~~.

(b) Revenue from sewer rates shall be calculated as follows:

[1] Operations rate charges: \$1,216,784 ~~1,136,784~~.

[2] Capital rate charges: \$856,826 ~~841,252~~.

(3) Expenses. Total appropriations shall be:

(a) Operating Fund: \$1,335,224 ~~1,237,551~~.

(b) Capital Fund: \$1,094,122 ~~871,859~~.

(4) Rates.

(a) Operations rate: \$4.57 ~~4.24~~ per 100 cubic feet of water used.

(b) Capital rate: \$5.54 per 100 cubic feet of seasonal water used.

(c) Minimum operations bills:

[1] Residential customers: \$45.70 ~~42.50~~ for up to 1,000 cubic feet of water used per quarter.

[2] Nonresidential customers: \$127.96 ~~119.00~~ for up to 2,800 cubic feet of water used per quarter.

[3] Unmetered customers: \$98.26 ~~91.38~~ per quarter (based on 2,150 cubic feet of water used).

(d) Septic tank pumpage: \$11.22 per 100 gallons.

(e) Sludge disposal: \$6.72 per 100 gallons.

(f) Connection fee rate: \$100 per inch diameter of the service connection.

(g) Connection fee rate: \$10.60 per gallon of sewage per day.

(g) Late payment penalty: 7.0% per annum.

[End of Ordinance]

LEGISLATIVE HISTORY:

9-16-2014 Recommended by Finance Director
10-07-2014 Introduced by Council
Public Hearing
Council Adopted
Sent for Codification